

SUMMARY OF TENTATIVE LOCAL 986 DOCK SHUTTLE LOCAL RIDER

PREAMBLE

This Agreement is entered into by and between DHL EXPRESS (USA), INC. (hereinafter the "Company", "Employer" or "DHL"), the TEAMSTERS DHL NATIONAL NEGOTIATING COMMITTEE, representing Local Unions affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, and LOCAL UNION 986, which is an affiliate of THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS (hereinafter "Union" or "Local 986"). This Local Rider is supplemental to and becomes a part of the National Master DHL Agreement, hereinafter referred to as the "National Agreement" and the Pick-up and Delivery Operational Supplement, hereinafter referred to as the "Operational Supplement", for the period commencing April 1, 2017 through March 31, 2022. This Local Rider shall not become effective unless and until it is ratified by the Employer's Dock-Shuttle employees represented by Local 986 and approved in writing by the National Union Committee as provided in the National Agreement (Article 2, Scope of Agreement, Section 1, Scope and Approval of Local Supplements).

Once this Local Rider becomes effective, it (together with the National Agreement and Operational Supplement) shall supersede, cancel and replace in its entirety the pre-existing collective bargaining agreement between the parties for the affected Dock-Shuttle employees represented by Local 986.

The terms set forth in each Local Rider shall supersede any conflicting terms in their applicable Operational Supplement. Challenges/grievances arising out of alleged conflicts shall be submitted directly to the National Grievance Committee for a decision.

ARTICLE 22. UNION SECURITY

1. **Removals from Employment:** The Union agrees that written notice shall be given to the Company at least seventy-two (72) hours before any regular employee is to be removed from his employment by reason of his failure to maintain his membership in good standing in the Union, in accordance with this Agreement.
2. **Union Notification:** The Employer agrees within seven (7) days of the date of the action to notify the Union of the name or names of all persons hired. A copy of this notification shall be sent to the shop steward.
3. **Bargaining unit work:** Freight handling and the use of freight handling equipment, shall be performed by Company employees to afford the through movement of freight. This includes the loading and unloading of aircraft and shuttle trucks and includes all types of containers except the unloading of the contents of

loading/unloading of the contents of security sealed bags. Pilots may load and unload their own feeder aircraft, except that if help is required to load or unload, the bargaining unit shall be assigned to help them. In the event international express bags are scheduled to be moved within the local union's jurisdiction, it will become bargaining unit work.

4. **Intra-bargaining unit transfer:** The Company agrees that no employee shall be laid off as a result of any work transferred to Orange, Los Angeles, San Bernardino, or Riverside Counties. Employees shall be allowed to follow their current work if it should be transferred to any location within Orange, Los Angeles, Riverside or San Bernardino Counties. It is specifically agreed that this clause does not refer to Convenience Center Operations currently established or that would be established in the future within those counties. A convenience center is defined as a centrally located drop point for the distribution of sales materials and enhancement of the normal pick-up function, manned by sales personnel.
5. **Linehaul Shuttles:**
 - a. The scheduled express linehaul shuttle runs in the AM and the scheduled express linehaul shuttle runs in the PM from a Company tarmac to any Company facility and return to a Company tarmac, shall be bargaining unit work. Scheduled express linehaul shuttle runs are the daily scheduled runs to and from the Company tarmac and the Company facilities within the four (4) county areas described herein.
 - b. The daily scheduled linehaul shuttle runs in the AM and the daily scheduled line haul shuttle runs in the PM as used in this Local Rider, shall mean a point-to-point transfer from a Company-facility/tarmac to another Company-facility/tarmac and involves sorting and unloading at the destination facility.
 - c. Tarmac operations shall be part of the facility in the area where the Tarmac is located. Tarmac employees will be on the same overtime rotating wheel as the Company facility in that area.
6. **Casuals:** No casual shall be used to perform dock, shuttle or tarmac work.
7. **Centralization of Dim/Re-Weigh: The Employer may discontinue performing DIM/Re-Weigh functions within the jurisdiction of the Local Area Supplement and it shall not be a violation of this Agreement for such functions to be performed by DHL employees represented by the Union at the LAX Gateway or non-unit personnel outside of the jurisdiction. However, the**

bargaining unit personnel will not result in any layoff.
T/A

ARTICLE 23. RETAINED RIGHTS
[NO CHANGE]

ARTICLE 24. DISCHARGE AND SUSPENSION
[NO CHANGE]

ARTICLE 25. PROTECTION OF RIGHTS
[NO CHANGE]

ARTICLE 26. HOLIDAYS

1. The following holidays shall be granted with allowance of regular pay for a day of eight (8) hours or without deduction from the weekly pay. Holidays will be considered as time worked for the purpose of computing overtime:
 - a. Employee's Birthday
 - b. New Year's Day
 - c. Memorial Day
 - d. Independence Day
 - e. Labor Day
 - f. Thanksgiving Day
 - g. Day After Thanksgiving Day
 - h. Christmas Day
 - i. Four (4) floating holidays to be named by the employee. The employee will notify the Company seven (7) days in advance of the floating holiday. All full-time new hires will receive one (1) floating holiday per quarter worked the first year worked as a full timer. **The Company shall respond to floating holiday request within three (3) business days after the employee notifies the Company of his/her request.** T/A
2. When any of the above holidays fall on the employee's first regularly scheduled day off, the previous workday will be the designated holiday. When any of the above holidays fall on the employee's second regularly scheduled day off, the next day will be the designated holiday.
3. The number of employees required to work any of the foregoing holidays will be posted seven (7) days in advance of the holiday. The holiday work schedule will be established on the basis of the overtime assignment procedure. If volunteers cannot fill the schedule, the inverse order of seniority will be used to fill the schedule. The Employer may delete names by using the overtime procedure in reverse order by shift, from said list as necessary. In the event the Employer determines that it is

necessary to add names to said list, it shall be governed by the overtime assignment procedure.

To be eligible for holiday pay an employee must have actually worked one (1) day during the period beginning fifteen (15) calendar days prior to the holiday and ending fifteen (15) calendar days following the holiday.

4. If an eligible employee works on a holiday he shall receive one and one-half (1 1/2) times his regular straight time hourly rate for all hours so worked in addition to holiday Pay.
5. All holidays are to be taken on an annual basis from January 1 to December 31.
6. All unused floating holidays will be paid off in the month of January of the following year.

ARTICLE 27. VACATIONS [NO CHANGE]

ARTICLE 28. SICK LEAVE

1. All employees who had attained seniority as of the prior 2003 contract ratification date shall continue to receive 10 paid sick days per year at the employee's regular rate of pay. Employees hired or promoted on or after that date shall receive **six (6)** paid sick days per year at the employee's regular rate of pay, subject to the following conditions: T/A
 - a. After one (1) year of continuous service.
 - b. In the event the Company reduces a full time employee to part time, the affected employee must have worked six (6) months continuous service before the reduction in order for this period of time to accumulate towards the twelve (12) months of service. When the affected employee returns to full time status, the employee will start accumulating from his last day worked towards the twelve (12) month period required.
 - c. Sick leave earned will be payable for full days of absence, or the full portion of a split shift missed, due to bona fide illness or accident. Sick leave will continue to be paid for the time that the employee is actually absent from work up to eight (8) hours. The Employer may require proof of illness of absences of three days or more. If such proof is not provided the absence will be an unexcused occurrence and without pay.
 - d. A part time employee promoted to full time will continue under the part time sick time provisions until what would have been his next part time anniversary date had he remained part time. Immediately following this date, the employee will receive additional unpaid sick days prorated at five twelfths (5/12) for every month remaining until his first full time anniversary date rounded to the nearest whole number. On his first anniversary date as a full

as stated in paragraphs, a., b. and c. above and there after will continue under the full time sick time provisions.

2. Each employee may accumulate unused sick leave in a Sick Leave Bank from one year to the next, with the maximum accumulation not to exceed thirty (30) days or two hundred and forty (240) hours.
3. Upon request any portion of unused sick leave will be paid on an annual basis on the second pay period following employee's anniversary date of employment. Such payment will be made at the straight time rate of pay in effect on the anniversary date.
4. Upon termination after one (1) full year of employment, all unused sick leave in the Sick Leave Bank will be paid of the total amount accrued at the straight time rate of pay then in effect. It is agreed that at the time of retirement, there will be a 100% pay out of all unused sick time from the Sick Leave Bank.
5. When an employee is receiving Workmen's Compensation payments or State Disability benefits, at the employee's option, the Employer may supplement the employee's Compensation/Disability benefits to the equivalent of normal weekly straight time pay for up to forty (40) hours from the employee's accumulated Sick Leave Bank/Industrial Injury Bank. Only this supplemental pay shall be subtracted from the employee's total accumulated sick leave.
6. Time taken off the job for the purpose of medical or dental appointments for the employee or a member of their immediate family will be charged against that employee's sick leave.
7. When an employee is unable to perform his assigned duties by reason of an on-the-job injury, he will be entitled to use any accrued industrial leave as provided in Appendix "F" prior to utilizing the benefits provided in this Article.

ARTICLE 29. SENIORITY [NO CHANGE]

ARTICLE 30. SHIFT TRANSFER AND JOB BIDDING

1. Job openings in job classifications, new classifications, and/or shifts will be posted in each facility for three (3) consecutive work days (72 hours), not including Saturday and Sunday, and all effective dates will be the following Monday or Tuesday.

Selections for filling jobs open for bid will be made based on:

- a. Length of continuous service with the Company.
 - b. Qualifications .
2. To qualify to operate a tractor-trailer or straight truck, an employee must complete the following steps:

- 1) Secure DMV learning permit.
 - 2) Train:
 - a) On Company equipment with qualified driver present at all times, such training to be on employee's own time, or
 - b) Complete commercial driving school, or present other satisfactory credentials.
 - 3) Pass DMV Class A or B test.
 - 4) Pass Company qualifications test.
 - 5) Pass DOT requirements/test.
3. When an employee is transferred to a new job classification as a result of successful bid, he will be considered to be working on a trial basis for the first thirty (30) days from the date of his transfer. If the employee is found to be unqualified in the new position within said thirty (30) day period, however, he will be returned to his previous position if he so desires.
 4. Bidding:
 - a. Between the fifteenth (15th) day and the thirty-first (31st) day of October each year, the Company shall prepare a list of all shifts which shall be posted for a period of not less than seven (7) days prior to shift bidding. The company will make every effort to make all bids effective within reasonable notice to all affected employees. Between the first (1st) day and the fifteenth (15th) day of November, the Company shall circulate among all employees within each job classification by master seniority list of all shifts.
 - b. Full-time and full-time split shift employees shall have one additional shift bid on May 1 of each year. Furthermore, a full-time employee may bid into full-time split-shift positions if they elect to do so. No full time bid shall be canceled within one month of the biannual bid; unless the Company can provide documented proof of a change in operations. This bid and the one described in paragraph 4(a) above, will be conducted in the following manner: The complete listing of all available shifts and the current Seniority Roster will be given to each employee. Each employee will indicate on the list of available shifts his preference by placing a number next to each. Example: if the individual is number 5 on the seniority list; we need to see 5 selections listed in the order of your preference. If the individual is 100 on the seniority list, there must be 100 shifts selected in your desired order.

In the event an employee refuses to indicate his preference in writing on said list when said list is presented to him, the Company shall assign said employee to any available shift vacancy.

- c. In the event a new or existing full-time job becomes permanently available, that job shall be subject to bid by all part-time employees based on master seniority. However, the part-time job vacated by the successful bidder, shall be filled by facility seniority.
 - d. In the case an employee is on vacation during the annual bid the employee shall provide, in writing, his shift preferences as outlined in b. above, for shift bid purposes. The Company shall use his shift preferences to assign his annual shift bid in accordance with the procedures of this Local Rider.
 - e. For the convenience of the bargaining unit, the Company shall post the principle domicile corresponding to each shift, in conjunction with the bid.
5. All full time split shifts and part-time employees will have an individually scheduled start time at their station that shall fall within a three (3) hour window, in the morning and the afternoon. No combination of part-time start times and end times may exceed six (6) hours total. There will be no combination of full time split shift and part time shifts bid back to back. T/A
 6. All employees must start and end their shifts at their home location.
 7.
 - a. When changing the starting time of an existing shift by more than one (1) hour from the most recent bid or changing the scheduled days of an existing shift, then such position shall be offered to all dockworkers in order of master seniority. If the starting time is changed by one (1) hour or less, no bid shall be required; provided however that if two or more dock workers with the same starting time in the same classification are involved, then selection between affected employees shall be made by facility seniority.
 - b. The bid starting time for each employee shall be uniform during the workweek, except that it may vary up to one (1) hour on Saturday.
 7. In the event that a new full-time split-shift position is added to the workforce, or a permanent vacancy occurs in an existing full-time split-shift position, then that full-time split-shift position shall be offered by seniority, to part-time employees.
 8. Any shift bid posted that needs to be canceled before awarded must be canceled within forty-eight (48) hours of posting, with a reason for the cancellation. Once a shift bid has been awarded by seniority, it may not be canceled before the shift's effective date.

ARTICLE 31. JOB CLASSIFICATIONS AND WAGE RATES [NO CHANGE]

ARTICLE 32. HOURS OF WORK, OVERTIME, MINIMUM DAY, COFFEE BREAKS, PAY DAYS

1. Hours of Work: The work week shall be five (5) consecutive days as scheduled by the Employer with a guaranteed minimum of forty (40) hours of work for the scheduled workweek.

The workweek for full-time split-shift employees shall be five (5) consecutive eight (8) Hour days, consisting of two (2) shift segments, which may be three (3) and five (5) hours, four (4) and four (4) hours, or five (5) and three (3) hours, with one segment in the a.m. and one segment in the p.m., per day.

Each full-time split-shift employee shall have a defined start-time for each segment of his daily shift, which shall be posted and bid as such.

2.
 - a. Overtime: One and one-half (1 ½) times the regular rate of pay as herein provided shall be paid for all hours worked:
 - (1) In excess of eight (8) straight time hours in any one (1) day.
 - (2) In excess of forty (40) straight time hours in any one (1) week. Compensatory time shall be considered as time worked for the purpose of computing overtime for full-time employees only.
 - (3) For the first eight (8) straight time hours worked on the sixth (6th) day.
 - (4) In the event an employee is required to report for work before the start of his regular scheduled shift, for the first four (4) hours of such pre-shift hours so worked.
 - (5) An employee covered by this Local Rider scheduled to work on Sunday as a part of his regular workweek shall be compensated at one and one-half (1 ½) times his basic hourly rate for the first eight (8) hours worked on Sunday. **This provisions shall not apply to new full-time positions above fifty-one (51) positions in the cluster, up to a maximum of fifteen percent (15%) total full-time shifts in the cluster. T/A**
 - b. Two (2) times the hourly rate will be paid for all hours worked in excess of twelve (12) hours of work in a day and for all hours worked on the seventh (7th) consecutive day worked and for all hours worked in excess of eight (8) hours on the sixth (6th) day, and for all hours worked in excess of eight (8) hours on Sunday when an employee is scheduled to work Sunday as part of his regular workweek. **(other than the fifteen percent (15%) shifts identified in 2.(a)(5) above).** T/A
 - c. There shall be no pyramiding of overtime pay.

employees on the basis of a rotating overtime procedure. Each employee interested in being eligible for overtime shall notify the facility in writing of his/her domicile, and up to five other facilities of their desire, in order to be called in for overtime. Each facility shall establish its own list of overtime participants, which shall include all employees who have given written notice of their desire to work overtime at that facility.

- e. All overtime shall be offered first to all full-time dock workers at the station where the overtime occurs in order of rotating facility seniority, then to part-time dock workers at the facility where the overtime occurs in order of rotating facility seniority. If work exists after this procedure is complete, then the overtime must be offered in order of rotating master seniority to full-time dock workers who have a letter on file to work at that facility, then to part-timers who have a letter on file to work at that facility, in order of rotating master seniority. Employees who are called for and accept overtime work according to this procedure, but who fail to show up for the work accepted will be dropped from the list for a twelve (12) month period, after which time they may re-submit a letter on file for that facility.
 - f. An employee who has an unexcused absence during his bid workweek may bid for work offered out of that bid week in order to fulfill his guarantee, but will not receive overtime pay for such work performed.
 - g. An employee who fails to protect a bid premium shift twice in thirty (30) calendar days will be removed from premium day overtime eligibility for thirty (30) calendar days at their home location.
 - h. The Company shall give one (1) hour notice of forcing an employee to work overtime, whenever possible.
 - i. In the event overtime is needed at any facility, such overtime shall be requested prior to 12:00 noon. If a sick call is taken after 12:00 noon, overtime will be called within the hour. Failure to do the above will automatically pay four (4) hours overtime to whoever is entitled.
3. Minimum Day: Any regular full-time employee called and reporting for duty on any regularly scheduled work day shall be guaranteed a minimum of eight (8) consecutive hours of work exclusive of lunch time, which shall be not less than thirty (30) minutes nor more than one (1) hour and exclusive of any pre-shift overtime hours worked. All full-time employees called to work on overtime days or after regular hours, after they have clocked out and left the plant premises shall be guaranteed four (4) hours overtime pay. If an employee cannot take his lunch between the third (3rd) and fifth (5th) hour, he shall be allowed to go home at the end of eight (8) hours or be paid for a late lunch.

- (a) When extending a regular shift, the Company will not force an employee to work more than two (2) post shift hours, except in the case of:
 - (1) Act of God
 - (2) Equipment failure
 - (3) Excessive shipment volume
 - (4) Excessive absenteeism.

4. Shift Differential:

- a. Any Shift starting at 12:00 noon or later and before 6:00 p.m. shall be considered swing shift.
 - b. Employees covered by this Local Rider shall receive a shift differential of twenty- five cents (\$.25) per hour as additional compensation over the basic rate for all hours worked on swing shift.
 - c. Any shift starting at 6:00 p.m. or later and before 6:00 a.m. shall be considered as graveyard shift.
 - d. Employees covered by this Local Rider shall receive a shift differential of thirty cents (\$.30) per hour as additional compensation over the basic rate for all hours worked on a graveyard shift.
 - e. When an employee works more than one (1) shift during his workweek, he will receive the highest shift differential for all hours worked during such week.
5. Coffee Breaks: All employees shall be granted a fifteen (15) minute coffee break approximately halfway through the first four (4) hours of their shift and a fifteen (15) minute coffee break approximately halfway through the second four (4) hours of their shift. Such coffee breaks shall be taken without loss of pay and the employee shall not be required to make up such time.
6. Pay days shall be each Thursday. The Company shall have right to recover payroll errors, including vacation and sick leave pay, for a period of no more than one year. Pay check errors, after having been brought to the Company's attention shall be corrected in the next regular pay period. If not so corrected, the Company shall pay a penalty of \$25.00 to the affected employee.
7. All monies due an employee will be paid to his beneficiary immediately upon his death.

ARTICLE 33. PART-TIME EMPLOYEES

1. Part-time Shifts May Be Established as Follows:

- a. Five (5) three (3) hour days, as scheduled by the Company, with a guaranteed minimum of fifteen (15) hours of work per week. For red-circled reduced full-time employees, the part-time shifts will be five (5) three and a half (3.5) hour days, as scheduled by

the Company, with a guaranteed minimum of seventeen and a half (17.5) hours of work per week.

It is understood that the Company may extend part-time shifts up to five (5) hours per day. Part-time employees shall not work more than five (5) hours per day and twenty-five (25) hours per week, except when replacing vacation, or when due to delayed airplane arrival or departure of one hour or more, applicable to that shift.

- b. The Company may hire part-time employees on a 2:1 basis; once the 2:1 ratio is reached, for every two (2) part-time employees hired, the next position added shall be a full-time split-shift position. The Company may increase the part-time ratio from 2:1 to 2.5:1, provided that it offers a minimum of **fifty-One (51)** full-time shifts among the facilities covered by this Agreement. The part-time to full time ratio referred to above shall not apply during the vacation months of September through December inclusive. **T/A**

2. The only provisions of this Local Rider which apply to part-time employees are Articles 1, 2, 3, 4, 9, 11- (excluding sections 1, 2(a)(4), and 3), 12, 13, 14, 19, and the relevant appendices.

- a. Shift Differential for Part-time Employees: Part-time employees **receive** shift differential. **T/A**

3. The Company shall maintain a length of service roster for part-time employees.

4. Part-time employees shall have seniority within the part-time classification. In all cases of layoff of part-time personnel and recall after layoff of part-time personnel, length of service with the Company as a part-time employee in a classification covered by this Local Rider shall govern.

5. Part-time employees will be eligible for Health and Welfare and Pension benefits as set forth in Appendices B2 and D attached hereto and made part of this Local Rider.

6. Part-time employees will receive a prorated vacation based on hours worked the previous year. **T/A**

- a. One (1) to **three (3)** years employment, 1/52 of hours worked the previous year; **T/A**
- b. **Three (3)** to **ten (10)** year employment, 2/52 of hours worked the previous year;
- c. **T/A**Ten (10) years employment and thereafter, **3/52** of hours worked the previous year.

7. Regularly Scheduled Part-time Wage Rate: **SEE NATIONAL ECONOMICS**

Any existing part-time employees who are outside of the progression will receive the following increases to their current rates of pay as indicated:

| Effective dates | Hourly Increase |
|-----------------|-----------------|
|-----------------|-----------------|

The wage rate for new part-time employees, or part-time employees in the progression, will be as follows:

Should the Company work any part-time employee in excess of the maximum hours allowed, the Company shall pay a penalty equal to the excess hours worked at time and one half (1½) pay to the senior full-time employee at that location by rotation of seniority.

Part-time employees covered by this Local Rider will be given preference of unfilled full-time vacancies before hiring from any other outside source on the basis of seniority. Seniority as used herein shall consist of the following factors:

- a. Length of continuous service with the Company;
- b. Qualifications, ability and past performance.
8. In the event a full-time employee is laid off, or reduced, and displaces a part-time employee he shall continue to accrue full-time seniority and will be placed at the top of the part-time seniority roster at the time he displaces the part-time employee.
9. Part-time employees shall receive five (5) paid holidays per calendar year, (a) New Year's Day, (b) Christmas Day, (c) Thanksgiving Day, (d) Memorial Day, and (e) Labor Day, which shall be compensated at the rate of 4 hours for each holiday.

Any part-time employee hired on or after June 6, 2008 shall be paid pro-rated holiday pay based on the hours worked the two weeks prior to the holiday.

10. Company agrees that each part time employee on the active seniority list as of prior 2003 contract ratification date will receive ten (10) unpaid sick days per seniority year. All part time employees hired after that date will receive **six (6)** paid sick days per seniority year. **T/A**

11. PART-TIME JOB CLASSIFICATION

- a. Dockworker: Whose duties shall include the normal preparation of shipping documents and cargo handling procedures inherent in the air freight industry including the loading, unloading, driving of any equipment used by the Employer to transport cargo among Company facilities within the four (4) county jurisdiction, and all other duties assigned by management. The Company can hire part-time dockworkers with a Class C as required.
- b. Ramp Worker: Duties include all dockworker duties and all other work assigned by management, except that they are not required to have a Class A or B

- c. Work Assignments: When an employee is requested to perform work in a higher classification, he/she shall receive the rate premium for that classification for that shift.
- d. Tractor-Trailer Driver: Tractor-Trailer Drivers whose duties shall include all dockworker functions, plus the operation of a tractor-trailer rig and all other duties assigned by management. When replacing a bid tractor-trailer position caused by daily absenteeism, the overtime will be offered to qualified personnel.

ARTICLE 34. UNIFORMS [NO CHANGE]

**ARTICLE 35- 39.
[HELD FOR ECONOMICS]**

ARTICLE 40. NON-BARGAINING UNIT [NO CHANGE]

ARTICLE 41. DURATION [NO CHANGE]

**APPENDIX A-F
[HELD FOR ECONOMICS]**

**APPENDIX "G" DHL EXPRESS WORK RULES
ADMINISTRATIVE PROCEDURES AND WORK
RULES SIDE LETTER**

Disciplinary Progression Procedures

- 1. It is mutually agreed that the Employer reserves the right to discharge any employee for sufficient and proper cause; provided, however, that no employee be discharged or discriminated against for union membership or lawful Union activity which is not in violation of the terms of this Agreement.
- 2. All work rules shall be reduced to writing and categorized according to relative severity, as "Administrative", "Serious", or "Cardinal" and a copy thereof shall be appended to this Agreement, and the following disciplinary progression shall apply, and be separately administered.

Except in cases involving "cardinal" infractions as defined by the applicable Operational Supplement or in this Local Rider, an employee to be discharged or suspended shall be allowed to remain on the job until the discharge or suspension is sustained under the grievance procedure.

- a. Administrative offenses shall be subject to a six (6) step disciplinary progression, within a rolling calendar year, as set forth below:
 - 1) First administrative offense = 1st written reminder
 - 2) Second administrative offense = 2nd written reminder

- suspension
- 4) Fourth administrative offense = two (2) day suspension
- 5) Fifth administrative offense = three (3) day suspension
- 6) Sixth administrative offense = termination

Note 1: In the case of time clock offenses (i.e.) tardies and failure to punch in /out, three (3) occurrences within a rolling calendar thirty (30) days, shall constitute one (1) administrative offense.

Note 2: (Applies to full time split-shift employees) There shall be three (3) additional tardies authorized before discipline is applied. The first three (3) tardies of ten (10) clicks (6 minutes) or less shall not apply towards the current discipline as outlined in this Appendix. However, tardies in excess of one (1) hour or more will count as two (2) tardies towards discipline outlined in this section.

- b. Serious offenses shall be subject to a three (3) step disciplinary progression, as set forth below:
 - 1) First serious offense = written reminder
 - 2) Second serious offense = suspension (1 day)
 - 3) Third serious offense = termination
- c. Cardinal infractions for this Local Rider are:
 - 1. Dishonesty
 - 2. Drunkenness
 - 3. Recklessness resulting in serious accident while on duty
 - 4. The carrying of unauthorized passengers
 - 5. Unprovoked physical assault on an employee or customer
 - 6. Selling, transporting or use of illegal narcotics and/or controlled substances while on duty
 - 7. Willful, wanton, or malicious damage to the Employer's property
 - 8. Proven negligence resulting in serious equipment damage while on duty
 - 9. For the specific reasons provided for under Article 23 of the DHL – Teamsters National Agreement ("Special Licenses and Drug/Alcohol Testing") and Article 3 of the DHL – Teamsters Pick-up and Delivery Operational Supplement ("Equipment, Safety and Health").
 - 10. In addition, the striking of any aircraft by an employee with any equipment shall be considered a Cardinal Offense.

Cardinal Offenses shall be subject to immediate termination.

- d. All progressive disciplinary letters shall be issued after the effective date of this contract shall be signed by the employee as an acknowledgment of receipt only, and if the employee refuses to sign, such refusal shall be duly witnessed by a member of the bargaining unit.

e. Notwithstanding the terms of the applicable Operational Supplement, all progressive disciplinary letters shall be removed from employees file and given to the employee **nine (9) months** (twelve (12) months **for discipline related to a safety issue**) after date of issue. Further, any such letters may be used as a basis of discipline within the **nine (9) months** (twelve (12) month **for discipline related to a safety issue**) rolling period referenced herein.

f. Subject to the terms of the applicable Operational Supplement, all progressive disciplinary letters are to be issued and presented to the affected employee no later than ten (10) working days after the incident or Company knowledge of the occurrence.

g. If a work rule has not been enforced in the past, its shall be mandatory that the Company give notice in writing to all employees that said rule will be enforced and the effective date of enforcement before any employee may be disciplined for violating said previously unenforced rule.

3. The parties acknowledge that regular attendance is necessary to the operation of the business, and it is therefore a matter of mutual interest and concern to establish an attendance program. To that end, the parties agree as follows:

a. The disciplinary policy in cases of absenteeism shall be based on the concept of “unexcused absence”, which is defined as any absence:

- 1) Not specifically authorized by this Agreement or
- 2) Not authorized in writing by management.

b. In cases of unauthorized absence, the following disciplinary progression will apply.

- 1) 1st unexcused absence during a rolling calendar year, employee receives a 1st written warning;
- 2) 2nd unexcused absences during a rolling calendar year, employee receives a 2nd written warning;
- 3) 3rd unexcused absences during a rolling calendar year, employee receives a one (1) day suspension;
- 4) 4 unexcused absences during a rolling calendar year, employee receives a two (2) day suspension;
- 5) 5 unexcused absences during a rolling calendar year, employee receives a three (3) day suspension.
- 6) 6th unexcused absence during a rolling calendar year, the employee will receive Termination.

Note: Employees who are on LTD (Long Term Disability) will not fall under the unexcused absence progression.

c. The Company shall acknowledge the right of the employee to use his sick leave benefits for the purposes expressed in this Agreement. No employee

such use while sick time is still on the books.

d. The progressive disciplinary procedures set forth in Section 4 of this Article III, shall not apply to attendance.

If an employee is absent on the first or last day of his/her regular workweek more than one time during a rolling thirty (30) calendar day period, then such absences (s) will be unexcused and without pay. In the event a full-time split-shift employee is absent on the first or last day of his/her regular workweek on the back half and/or subsequent front half of his shift, which would indicate they were extending the weekend, then such absences (s) will be unexcused and without pay.

Serious offense rules-three step disciplinary progression.

1. Threats or abusive language to other employees.
2. All Company freight handling equipment is to be operated in a safe manner Abuse of Company equipment will not be permitted.
3. Personnel are not permitted to leave the Company property except for official business or lunch break while on the clock.
4. Delays at the airlines: Each employee experiencing a potential delay of one (1) hour or more will call his/her supervisor and report the problem either by phone or radio.
5. All monies collected must be turned in to the Company in accordance with instructions and in no case later than the end of their shift during which collected.
6. On the job injuries must be reported to your supervisor immediately. Accident reports must be made before the end of that shift if possible. Absences resulting from on the job injuries require a doctor’s written release prior to returning to work.
7. Employees are to be within their work areas and ready for work within a reasonable amount of time after punch in and breaks. All employees are to stay in their work area unless otherwise instructed by a supervisor or lead person. If an employee must leave their work area, their lead person or supervisor is to be informed of where they are going.
8. No breaks are to exceed authorized time.
9. Employees are required to follow all lawful work orders by management.
10. When an employee fails to call in and does not report to work for their shift, it will be considered a ‘no-show’, unless beyond the employees control.
11. Employees while on Company property or Airport

the waist and on the outer garment as required by the TSA.

were caught in the middle of a truck waiting line waiting to drop off or pickup packages from the airlines.

Administrative Offenses-Six Step Disciplinary Progression

1. No personal cell phone use while operating Company equipment or assigned Scheduled work
2. Absences are to be called in at least 1 hour prior to your scheduled start time whenever possible.
3. A sturdy work shoe is to be worn when working our dock. (Canvas top shoes are not permitted.)
4. Truck doors are to be closed and windows are to be rolled up when not in use. At no time is a truck to be driven with the back door open unless the freight is too long, and in that case, the door is to be tied down as far closed as possible. Keys are to be removed when vehicle is left unattended away from the Company facility.
5. Vehicle damage and malfunctions are to be reported upon occurrence and logged in the daily vehicle inspection report, pre and post trip inspections included.
6. There is to be no electronic playing devices (radios, tape/CD players, TV's) on our dock unless approved by management.
7. Personnel must park their vehicles in the designated parking areas. In no cases are employees to park their vehicles in the front of our building.
8. Employees are to report to work dressed reasonably clean and in presentable attire that would not be considered offensive or a source of embarrassment to the worker, customers or the Company.
9. Assigned work areas are to be kept clean and in an orderly manner.
10. DOT requirements: All dock persons are to comply with DOT requirements applicable to our operation.
11. Chock blocks are to be used when a truck is parked at our dock. Forklifts are not permitted to enter a truck unless it is chocked.
12. When signing for freight at the airlines, you must properly count the pieces and note any shortages or damages on the airbill. When signing the airline airbills, include your legible signature, date, time, and pieces received with a circle around the pieces.
13. If an employee is to be late for his/her scheduled shift, he/she must notify a supervisor prior to the start time whenever possible.
14. There is to be no food consumed on the dock. There will be no smoking permitted except in designated areas.
15. Late lunches requiring overtime must be approved prior

I, _____ have read and understand the above listed work rules and further understand the penalty for violation of each rule.

LETTER OF UNDERSTANDING NOS. 1-3
[NO CHANGE]