

**Local 135 Pick-Up and
Delivery Side Letter Agreement**

**(TENTATIVE AGREEMENT ON
COMMON CLAUSES LANGUAGE
ITEMS)**

**For the Period of
April 1, 20~~21~~²²
Through
March 31, 20~~21~~²²**

The following proposals utilize ~~strikethrough~~ formatting to show language from the current Agreement that the Employer proposes to remove and underlined to show language the Employer proposes to add.

This Side Letter Agreement is entered into by and between DHL EXPRESS (USA), INC. (hereinafter the “Company”, “Employer” or “DHL”), the Teamsters DHL National Negotiating Committee (“TDHLNNC”), and LOCAL UNION NO. 135, affiliated with THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS (hereinafter “Union”). This agreement clarifies the parties’ existing practices.

Article -Job Bidding

Section 1. Annual Bid

- (a) The Company will post Annual Bids in accordance with Article 10, Section 1 of the Pickup and Delivery Operational Supplement (“Job Bidding and Filling of Vacancies - General Bid”). Master Seniority shall prevail for the Annual Bids.
- (b) The Company will post any new routes for bid. Terminal seniority shall prevail for the bidding of a new route. Any vacancies created by this bidding procedure shall be posted in accordance with Article 10, Section 1 of the Pickup and Delivery Operational Supplement (“Job Bidding and Filling of Vacancies General Bid”).

Section 2. Vacancy Bidding

- (a) For the purpose of this Article, a vacancy is a known absence of three (3) months or more.
- (b) The Company will post all vacancies for bid. Terminal seniority shall prevail for vacancy bids. Vacancy bidding shall be in accordance with Article 10, Section 1 of the Pickup and Delivery Operational Supplement (“Job Bidding and Filling of Vacancies - General Bid”). When a vacancy is posted for bid, all bargaining unit employees in that respective terminal who are junior to the absent employee are entitled to bid.
- (c) If an absent employee returns to work prior to the Annual Bid, all employees who were affected by the vacancy bids shall return to their previous bids.

Section 3. Domiciled Driver

- (a) A domiciled driver is an employee who normally begins his/her day in a city away from the home terminal where his/her truck is stationed and under normal circumstances does not report to the home terminal.
- (b) A domiciled driver is eligible for weekend work at the home terminal only after all employees at the home terminal have been given the opportunity to work.
- (c) Once a domiciled driver has captured weekend work he/she will assume his/her normal seniority for the purpose of bidding a route.

Article - Grievance Procedure

The Company acknowledges Local 135's exercise of its right to elect to utilize a state grievance panel as permitted by the terms of the National Agreement grievance procedure.

Article -Work Rules

The parties agree that the following work rules apply at DHL Express facilities employing Local 135 members.

The following rules and regulations and the penalties to be charged for violations of same, are placed into effect, with the approval of the Company and Local Unions, so that all employees may know what duties are required of them in the general conduct of the Company's business.

The Employer and the Local Union reserve the right, upon proper notifications, to revise the Rules and Regulations listed herein, and also reserve the right to the use of the grievance machinery as contained in the applicable contract.

Discipline imposed under these rules must be imposed within ten (10) calendar days from date notice of employee violation is had. Protest of any such discipline must be filed within ten (10) calendar days after notice is received by employee.

1. ACCIDENTS

(a) Major Chargeable	Subject to Discharge	
(b) Minor Chargeable (See Explanatory Note No. 1)	1st Offense	Reprimand
	2nd Offense	1 Day Layoff
	3rd Offense	1 Day Layoff
	4th Offense	5 Day Layoff
	5th Offense	Subject to Discharge
(c) Failure To Report All Accidents and Personal Injury or Major Accident Immediately	1st Offense	Reprimand
	2nd Offense	Subject to Discharge

2. EQUIPMENT

(a) Dropping Semis on Nose	1st Offense	Reprimand
	2nd Offense	1 Day Layoff
	3rd Offense	5 Day Layoff
	4th Offense	Subject to Discharge
(b) Failure to Report	1st Offense	Reprimand
	2nd Offense	1 Day Layoff

	3rd Offense	5 Day Layoff
	4th Offense	Subject to Discharge
(c) Unauthorized Use of Equipment	Subject to Discharge	
(d) Failure to Cover Properly and/or Protect Load and/or Equipment Including Technological Equipment	1st Offense	Reprimand
	2nd Offense	1 Day Layoff
	3rd Offense	5 Day Layoff
	4th Offense	Subject to Discharge
(e) Tampering with Tachograph and/or Governors	Subject to Discharge	
(f) Willful Damage to Equipment	Subject to Discharge	

3. CONDUCT

(a) Drinking on Duty or on Company Property or Drunkenness Which May Be Verified By A Sobriety Test. Refusal To Take A Sobriety Test Shall Establish A Presumption of Drunkenness	Subject to Discharge	
(b) Drinking Prior to Reporting for Duty Where Employee's Condition is Such That It May Affect The Proper Performance Of His/Her Duties. The Company Will Send The Employee Home. If The Employee Elects To Stay, The Provisions Of 3(a) Will Apply.	1st Offense	Reprimand
	2nd Offense	1 Day Layoff
	3rd Offense	5 Day Layoff
	4th Offense	Subject to Discharge

(c) Discourtesy to Customer (Proof Required)	1st Offense 2nd Offense 3rd Offense	Reprimand 1 Day Layoff Subject to Discharge
(d) Theft or Dishonesty of Any Kind	1st Offense	Subject to Discharge
(e) Failure to Turn all Same Day Collected to Person Designated to Receive Same	1st Offense 2nd Offense 3rd Offense 4th Offense	Reprimand 1 Day Layoff 5 Day Layoff Subject to Discharge
(f) Disobeying of Orders from Qualified Personnel Designated by the Company. Each Offense Under This Item Must be the Identical Violation for Progressive Discipline	1st Offense 2nd Offense 3rd Offense 4th Offense	Reprimand 1 Day Layoff 5 Day Layoff Subject to Discharge
(g) Conviction of Reckless Driving or Traffic Violation Including Speeding, by Authorized Personnel and/or Public Officials	1st Offense 2nd Offense 3rd Offense 4th Offense	Reprimand 1 Day Layoff 5 Day Layoff Subject to Discharge
(h) Inaccurate Loading, Unloading, or Checking or Careless Handling Resulting in Damage to Or Loss of Freight	1st Offense 2nd Offense 3rd Offense 4th Offense	Reprimand 1 Day Layoff 5 Day Layoff Subject to Discharge
(i) Failure to Report for Duty Within a Reasonable Time After Call	1st Offense 2nd Offense 3rd Offense 4th Offense	Reprimand 1 Day Layoff 5 Day Layoff Subject to Discharge
(j) Filing of False or Incomplete Employment Applications. If Detected Within (12) Months of Application	1st Offense	Subject to Discharge

(k) Improper Checking and/or Loading Resulting in Freight Being Placed In Wrong Location Resulting In A Loss of Man Hours	1st Offense 2nd Offense 3rd Offense 4th Offense 5th Offense 6th Offense 7th Offense 8th Offense	Letter of Information Warning Letter Warning Letter Warning Letter 1 Day Layoff 1 Day Layoff 5 Day Layoff Subject to Discharge
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NOTE: One or more offenses in a tour of duty counts only as one offense.

4. REPORTS

(a) Failure to Make Out Reports and Trip Sheets Properly	1st Offense 2nd Offense 3rd Offense 4th Offense	Reprimand 1 Day Layoff 5 Day Layoff Subject to Discharge
(b) Failure to Register in and Out of Terminals or Established Check Stations	1st Offense 2nd Offense 3rd Offense 4th Offense 5th Offense	Reprimand 1 Day Layoff 1 Day Layoff 5 Day Layoff Subject to Discharge
(c) Failure to Report To Dispatchers at Specified Time When Required to Do So	1st Offense 2nd Offense 3rd Offense 4th Offense	Reprimand 1 Day Layoff 5 Day Layoff Subject to Discharge

5. DRIVING SCHEDULES

(a) Unnecessary Delay of Load or Equipment	1st Offense 2nd Offense 3rd Offense 4th Offense	Reprimand 1 Day Layoff 5 Day Layoff Subject to Discharge
(b) Failure to Follow Routings As Designated or Instructed in Writing	1st Offense 2nd Offense 3rd Offense 4th Offense	Reprimand 1 Day Layoff 5 Day Layoff Subject to Discharge

6. ATTENDANCE

(a) Absent for Three Successive Work Days Without Notification	Voluntary Quit	
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(b) Failure to Notify Authorized Company Personnel Not Less Than One Hour Before Regular Show- up Time When Unable to Report for Duty	1st Offense 2nd Offense 3rd Offense 4th Offense	Reprimand 1 Day Layoff 5 Day Layoff Subject to Discharge
(c) Late Reporting for Work Without Explanation	1st Offense 2nd Offense 3rd Offense 4th Offense	Reprimand 1 Day Layoff 5 Day Layoff Subject to Discharge
(d) Failure to Complete a Full Shift Without Approval	1st Offense 2nd Offense 3rd Offense 4th Offense	Reprimand 1 Day Layoff 5 Day Layoff Subject to Discharge
(e) Late Reporting After Proper Notification Prior to Shift Start	1st Offense 2nd Offense 3rd Offense 4th Offense	Reprimand 1 Day Layoff 5 Day Layoff Subject to Discharge

7. MISCELLANEOUS

(a) Unauthorized Carrying of Passenger	Subject to Discharge	
(b) Falsification of Log	1st Offense 2nd Offense 3rd Offense 4th Offense	Reprimand 1 Day Layoff 5 Day Layoff Subject to Discharge
(c) Refusal of Run	Subject to Discharge	
(d) Loss of Driver's Licenses	Loss of Employment for Period of Suspension (See Note No. 2)	
(e) Employee Reporting for Work Unclean or in Filthy Clothing	1st Offense 2nd Offense 3rd Offense 4th Offense	Reprimand 1 Day Layoff 5 Day Layoff Subject to Discharge

EXPLANATORY NOTES

1. (Item 1b)
Incidents which become the basis for use of this rule must involve direct loss of \$250 or more.
2. (Item 7t)
A grievance concerning dispatch violation will not be processed which is filed by an employee who has no telephone. An employee who is passed because the Company could not call him will take the next available load to which Company dispatch method entitles him after he reports himself available.
3. A written warning notice for infractions of these rules must be given to the employee, the appropriate Local Union and Shop Steward.
4. Discharge, discipline or voluntary quit must be by written notice; a copy of such notice must be directed to the appropriate Local Union and Shop Steward.
5. All grievances arising as protests to penalties imposed for infractions of these rules and regulations must be filed within ten (1 0) calendar days of receipt of such notice.
6. Any claim by an employee covered by any contract for additional compensation or benefits must be presented in writing within ninety (90) days from the end of the month in which the employee had knowledge of said claim. Failure to submit a claim within said ninety (90) days shall automatically bar any such claim from being presented to or against said Carrier under any contract.
7. When writing warning, penalty, and discharge letters, the Carrier must be specific in stating the item covered. This includes the Article and Section number under the contract or item and Subsection number under the contract or item and Subsection when issuing a reprimand under the Indiana Uniform Rules and Regulations. Suspensions given to employees must be rendered the day following receipt of the letter or verification of delivery to the employee.
8. In order to permit the Company to balance loads, an employee must notify his supervisor in writing prior to his starting time if he does not want to work in excess of fourteen (14) hours in his shift, and prior to the first shift of the workweek if he does not want to work in excess of sixty (60) hours in a workweek; such election shall be binding on the employee. No employee, having made such an election, shall be required to be on duty more than fourteen (14) hours in such day (i.e., 12:00 a.m. - 11:59 p.m.) after coming on duty following ten (10) consecutive hours off duty. Likewise, no employee, having made such an election for an entire workweek, shall be required to be on duty more than sixty (60) hours in the seven (7) consecutive days following the first day of the workweek in which the election is made. Employees shall not be disciplined solely for utilizing this provision. If necessary to ensure service when employees elect not work over 14/60 hours as set forth above, the Company may, after offering the work in seniority order, use

supplemental casuals to perform the work during the holiday weeks of Memorial Day, July 4th and Labor Day.

Article - Past Practices

Ten percent (10%) men are based on a quota of 1 to 10, and no part often men, with the exception of the first 10 employees, gives a right for the Company to have a ten percenter. For example, 8 men= 1 ten percenter; 18 men= 1 ten percenter.

1. Bids and Work Rules:
 - 1) At a minimum of two (2) weeks prior to the posting of bids they shall be submitted to the Local Union involved for their approval.
 - 2) The Employer, no sooner than two (2) weeks after submission to the Local Union; may post and implement the bids as proposed.
 - 3) If the Union believes that the bids as posted are a violation of the contract they shall, prior to the implementation date, file a grievance with the Company.
2. Companies who need to beef up a shift for unknown purposes between bid shifts are permitted to go to the next bid shift by seniority and call those people in, and in those cases they pay time and one-half until those people's bid shift starts.
3. Ten percent (10%) employee must remain available to his primary Employer (DHL) only to 11:00 a.m. (EST). After 11:00 a.m. (EST) employee does not have to be available.
4. Sufficient time not to exceed two (2) hours for reporting to work.
5. Receipt to disciplinary letters must be within ten (10) twenty-four (24) hour periods from date of infraction.
6. Disciplinary action time off for infractions of Article 27 of the Central Region Pick-up and Delivery Local Supplement ("Discipline") and/or the Uniform Rules and Regulations set forth in this Side Letter ("Work Rules") must be assigned as the next available work days after receipt of written notification with exception of those companies that have approved practices to the contrary.
7. Starting Times: Staggered starting times will be permitted in small terminals with a two (2) hour variance but employees must be started at the same time, three days per week.
8. Employees shall have the right to utilize personal benefits of layoff status. There shall be no subterfuge or abuse of the layoff provisions of the Holiday Article.
9. The parties agree to continue the current practice of posting East/West positions with regard to filling open vacancies such as vacations, sick, jury and leaves.

Article - Indiana Teamsters Safety Training and Educational Trust Fund

The Company agrees to contribute to the Indiana Teamsters Safety Training Educational Trust Fund three cents (.03) for each hour worked by each employee working under this Agreement (maximum of forty (40) hours per week).

Article - Duration

The term of this Side Letter Agreement is subject to and controlled by all of the provisions of Article 27 of the National Agreement (“Duration”) between the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this _____ day of _____.

COMPANY

UNION

TEAMSTERS LOCAL UNION NO. 135,
affiliated with the International Brotherhood of
Teamsters

BY _____
TITLE

BY _____
TITLE

FORMULA FOR ABSENTEEISM DISCIPLINE
For
STATE OF INDIANA

Effective April 1, ~~2017~~ 2022

Absenteeism used under the IFFA shall include only unexcused or pattern absences that encompass a full day absence. Absences occurring under the provisions of rules 6(b), (c), (d), or (e) of the IURR shall not be included in the discipline falling under the IFFA.

The formula for Absenteeism Discipline for State of Indiana (Effective April 1, ~~2017~~ 2022) shall be rewritten as follows:

1. Prior to any disciplinary action the employer will have a face to face meeting with an employee who, in the employer's opinion, has an absentee problem. This meeting will include the business agent or his designee. The employee's absentee record will be discussed between the Employee, the Employer, and the Local Union designee.
2. If the Employee continues to have an absenteeism problem the Employer will provide the Employee with a "Letter of Information" recapping the Employee's absentee record for the proceeding nine (9) months by outlining each date and offense during that period.
3. If the Employee further continues to have an absentee problem, the Company will, not less than thirty (30) days from the date of the Letter of Information, issue a Final Letter of Warning recapping those occurrences by date and offense from the date of the letter of information.
4. If the Employee still continues to have an absentee problem, the Company will, not less than thirty (30) days from the Final Letter of Warning, issue a Discharge letter recapping those occurrences by date and offense from the date of the Final Letter of Warning. The Employee will continue to work pending a timely filed grievance.

Absences due to illness substantiated by a Doctor's note shall be considered excused. Doctors' notes must be turned in to the Company on or before the beginning of the employee's next shift to be considered excused. The Employer may inquire as to the reason of the absence and document that reason on the back of the Doctors note. The employee must provide the information for the absence to be excused.

The ***Central Region DHL Express System Grievance Procedure*** shall hear each written step of the disciplinary procedure on its merits provided a timely grievance has been filed. If the Committee, after hearing a grievance arising from step four (4), renders a decision that the Employee is on a Final Letter from the Committee with no allowable absences unless approved by the Company.

This step would also be subject to the grievance procedure.

FOR DHL

David Artini

Senior Manager, Labor Relations

Date

FOR THE UNION

Robert Warnock, III, Sec.-Treasurer

Teamsters Joint Council No. 69

Michael Grant, Business Representative

Teamsters Local 135

Date