

COLLECTIVE BARGAINING AGREEMENT

Between

DHL EXPRESS, INC.

And

LOCAL 295, AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN,
AND HELPERS OF AMERICA

March 1, 2024 - February 29, 2028

PUD/COURIER UNIT

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AGREEMENT entered into between **DHL EXPRESS (USA), INC.**, hereinafter the “**Employer**,” the “**Company**,” or “**DHL**,” and **LOCAL UNION 295 AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA**, hereinafter “**Union**” or “**Local 295**,” to govern all hours, wages and working conditions herein set forth to continue from March 1, 2024 to February 29, 2028.

WITNESSETH

WHEREAS, Local 295 is the sole and exclusive Collective Bargaining Agent on behalf of the employees hereinafter described; and

WHEREAS, the Employer and the Union are desirous of entering into an agreement relating to wages, benefits and other terms and conditions of employment which will provide methods of harmonious cooperation between the Employer and its employees and the Union, and to that end accomplish fair and peaceful adjustment of disputes which may arise without work stoppages or other interruptions of the Employer’s business during the life of this Agreement;

WHEREAS, the parties agree that it is fundamental that DHL has the right to run its business and direct its work force, subject to the conditions set forth herein. It is equally fundamental that if any dispute occurs about any terms of this Agreement or about any action by DHL, that dispute must be handled through the grievance process, unless otherwise provided herein.

WHEREAS, DHL and Local 295 recognize that workers and management employees should be treated with dignity and respect and that managers and workers alike must perform their jobs professionally and that their behavior must reflect positively on DHL and Local 295. Neither party will tolerate any behavior which constitutes harassment, insubordination, intimidation, or which discriminates or retaliates against any worker for properly exercising his rights under the collective

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bargaining agreement, particularly the right to submit grievances and to have them handled fairly and expeditiously. Nor shall either party tolerate such actions when directed against a supervisor or manager who is engaged in the proper discharge of his managerial duties. The use of any pronouns and/or nouns contained herein are not intended to refer to a specific gender, but are inclusive.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is mutually agreed as follows:

SECTION 1. **WAGES**

A. Wage Rates For Full-Time Employees¹

The wage rates set forth below shall be deemed effective as of the date indicated and are applicable to all full-time employees as of the date on which they commence their employment. The minimum weekly rate for part-time employees shall be computed on the basis of twenty (20) or twenty five (25) hours per week.

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¹ The parties agree that historically full-time employees have been broken down into two (2) categories - Tier 1 and Tier 2. Tier 1 employees are those employees who were previously referred to as the guaranteed workforce. These employees previously entered the 375 guarantee under Provision 7.I of the 1999 CBA. These employees were hired prior to September 1, 1988. Tier 2 employee are those employees who were NOT previously referred to as the guaranteed workforce and who were hired on or after September 1, 1988. While the parties agree to eliminate the distinction for purposes of wage rates in this Section 1 of the CBA, references to Tier 1 and Tier 2 employees for purposes of other terms and conditions of employment provided for in this CBA shall continue to remain in full force and effect.

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<u>Job Classification</u>	<u>Wage Rate</u>
Full-Time Tractor Trailer Drivers	<p>3/1/24 - \$38.20 3/1/25 - \$39.20 3/1/26 - \$40.20 3/1/27 - \$41.20</p> <p>Upon hire as full-time employees in this job classification will be paid at 90% of the applicable top rate. After 1 year of service, employees in this job classification will be paid at 95% of the applicable top rate. After 2 years of service, employees in this job classification will be paid at 100% of the applicable top rate.</p> <p>**All part-time years of service shall count towards an employee's progression. (For example, a part-time employee who obtains a full-time position after 1 year of service shall receive 70% of the applicable full-time rate.)**</p>
Full-Time Straight Truck Drivers	<p>3/1/24 - \$38.20 3/1/25 - \$39.20 3/1/26 - \$40.20 3/1/27 - \$41.20</p> <p>Upon hire as full-time, employees in this job classification will be paid at 60% of the applicable top rate. After completion of the probationary period, the new hire shall receive a one-time \$500 bonus. After 1 year of service, employees in this job classification will be paid at 70% of the applicable top rate. After 2 years of service, employees in this job classification will be paid at 80% of the applicable top rate. After 3 years of service, employees in this job classification will be paid at 90% of the applicable top rate. After 4 years of service, employees in this job classification will be paid at 100% of the applicable top rate.</p> <p>**All part-time years of service shall count towards an employee's progression. (For example, a part-time employee who obtains a full-time position after 1 year of service shall receive 70% of the applicable full-time rate.)**</p>

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<u>Job Classification</u>	<u>Wage Rate</u>
Full-Time Couriers	<p>3/1/24 - \$38.20 3/1/25 - \$39.20 3/1/26 - \$40.20 3/1/27 - \$41.20</p> <p>Upon hire as full-time employees in this job classification will be paid at 60% of the applicable top rate. After completion of the probationary period, the new hire shall receive a one-time \$500 bonus.</p> <p>After 1 year of service, employees in this job classification will be paid at 70% of the applicable top rate.</p> <p>After 2 years of service, employees in this job classification will be paid at 80% of the applicable top rate.</p> <p>After 3 years of service, employees in this job classification will be paid at 90% of the applicable top rate.</p> <p>After 4 years of service, employees in this job classification will be paid at 100% of the applicable top rate.</p> <p>**All part-time years of service shall count towards an employee's progression. (For example, a part-time employee who obtains a full-time position after 1 year of service shall receive 70% of the applicable full-time rate.)**</p>

B. All Part-Time Straight Truck Drivers & Couriers

Effective Date	Minimum Wage Rate	Wage Increase
3/1/2024	\$19.10	\$1.60
3/1/2025	\$19.60	\$0.50
3/1/2026	\$20.10	\$0.50
3/1/2027	\$20.60	\$0.50
On the dates listed above, part-time employees shall receive the greater of the Minimum Wage Rate or their then-current hourly rate plus the applicable wage increase.		
If any Federal, state, local or other law or ordinance applicable to employees covered by this Agreement (within NY, NJ, or CT) increases to a rate greater than \$19.00 after the date of this Agreement, then the minimum wage rates listed above will be increased to a rate that is \$0.50 higher than any such applicable minimum rate. Such new minimum wage rate will apply to all part-timers covered by this Agreement.		
Note - rates above exclude premiums and bonus to new hires after successful completion probationary period.		
After completion of the probationary period a one-time \$500 bonus		
All part-time years of service shall count towards an employee's progression upon promotion to full-time employment. (For example, a part-time employee who obtains a full-time straight truck		

driver position after 1 year of service shall receive 70% of the applicable full-time rate.)

C. **COST OF LIVING ALLOWANCE (COLA)**

All employees shall be covered by the provisions of a cost-of living allowance as set forth in this Section 1.C.

The amount of the cost-of-living allowance shall be determined as provided below on the basis of the "Consumer Price Index for Urban Wage Earners and Clerical Workers", CPI-W (Revised Series Using 1982-84 Expenditure Patterns), All Items (1982-84=100), published by the Bureau of Labor Statistics, U.S. Department of Labor and referred to herein as the "Index."

Effective April 1, 2025, April 1, 2026, and April 1, 2027, a cost-of-living allowance will be calculated on the basis of the difference between the Index for January, 2024 (published February 2024) and the Index for January, 2025 (published February 2025) with a similar calculation for every year thereafter, as follows:

For every 0.2 point increase in the Index over and above the base (prior year's) Index plus three percent (3.0%), there will be a one (\$0.01) cent increase in the hourly wage rates payable on April 1, 2025, and every April 1 thereafter. These increases shall only be payable if they equal a minimum of five cents (\$.05) in a year.

All cost-of-living allowances paid under this Agreement will become and remain a fixed part of the base wage rate for all job classifications. A decline in the Index shall not result in the reduction of classification base wage rates.

D. **Premiums.**

Premium pay will be added to the hourly rate of all eligible employees for the following positions:

- CDL A: \$1.25 per hour. This premium shall be payable under the following circumstances: (a) any employee holding a CDL A license in a required bidded position;

(b) any employee who holds a CDL A license and performs CDL A work on any given day.

- CDL B: \$0.50 per hour. This premium shall be payable under the following circumstances: (a) any employee holding a CDL B license in a required bidded position; (b) any employee who holds a CDL B license and performs CDL B work on any given day.
- Leads: \$1.00 per hour

E. **Shift Differential.**

1. All employees hired prior to September 1, 1991 whose shift commences between 2:00 p.m. to and including 7:00 a.m. shall receive three dollars (\$3.00) per day over the wage scale listed above. The three dollars (\$3.00) shall be added to the wage scale in computing the employee's regular rate of pay for all purposes. The foregoing shift differential shall not be applicable to employees hired on or after September 1, 1991. It is understood and agreed, however, that the Employer will not staff shifts falling between the 2:00 p.m. and 7:00 a.m. differential window with newly hired personnel for the purpose and intent of substantially reducing the number of employees currently receiving shift differential pay.

2. All unit personnel hired on or after September 1, 1991 to and including April 13, 1992 whose shift commences between 2:00 p.m. up to and including 7:00 a.m. shall be entitled to a shift differential in the amount of twenty-five cents (\$0.25).

3. All unit personnel hired on and after April 13, 1992 whose shift commences between 7:00 p.m. to and including 5:59 a.m. shall be entitled to a shift differential in the amount of twenty-five cents (\$0.25).

4. The shift differential payments provided in 2. and 3., above, shall not be added to an employee's base wage scale for the purpose of computing the benefits provided in this Agreement. The shift differential payments provided in 1., above, shall be added to an employee's base wage scale for the purpose of computing the benefits (including overtime compensation) provided

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in this Agreement. Shift differential shall be paid only on such hours that are regularly scheduled and which are worked during the above-referenced periods.

SECTION 2. **HOURS, PART-TIME PERSONNEL, OVERTIME RATES AND MEAL BREAKS**

A. **Full-Time.**

A full-time employee's work week shall be guaranteed to consist of five (5) consecutive days, eight (8) hours each day, within the employee's bidded seven (7) day period.

1. Limited Full-Time Driving Bids Covering Weekends

Effective March 1, 2019, the Company can use up to up to 10% of the full-time bidded positions for a Sunday through Saturday workweek, however such bids shall be for five (5) consecutive days eight (8) hours each day and require two (2) consecutive days off. (For example, a shift with Thursday - Monday work and Tuesday-Wednesday off.) Only additional full-time bidded positions above the number of full-time positions as set forth on Appendix B (which reflects the number in place as of March 1, 2019 or as updated by the parties in certain circumstances) on a station by station basis created through growth can be used to make up the 10%. Furthermore, if the total number of full-time Monday through Friday full-time bidded positions drops below the number of bidded full-time positions on Appendix B, the Company shall be prohibited from using any of the weekend bids at that station.

In the event the Company increases the number of fulltime Monday-Friday bidded positions by 5% (as measured from the numbers on Appendix B) at any location and maintains that level for more than 30 consecutive days, and so long as it is maintained, it may add an additional 5% (total 15% partial fractions shall be rounded down if less than or equal to .500 and up if more than .500) to the number of full-time bidded positions for the Sunday through Saturday workweek bids. No full time employee hired or elevated to full-time prior to March 1, 2019 shall be forced into a straight

time weekend bid position.

If any full-time employee working a bid covering a weekend day is not available on his normal weekend shift, the shift shall first be offered to non-scheduled employees by strict seniority. Any weekend work above and beyond the regular weekend bids shall be offered in seniority order at applicable overtime rates.

The parties shall meet and discuss the impact of straight time weekend work on an employee's rights and obligations under the Agreement (for instance, Holidays, Vacation, bidding for time off, etc.)

B. Part-Time.

The Employer may continue to employ part-time personnel to fulfill its operational needs subject to the terms and conditions set forth in this Agreement.

1. Full-Time/Part-Time Ratio

If a future bid contains fewer than 375 full-time positions, the maximum part-time complement of the Company's 295 workforce is limited to 35% across the entire 295 bargaining unit. If a future bid contains 375 or more full-time positions, the Company may add part-timers until the part-time complement of the workforce reaches 40% across the entire 295 bargaining unit. Pursuant to Section 6.C.2, voluntarily downgraded employees do not count toward the full-time/part-time ratio.

2. Procedure to Achieve Proper Full-Time/Part-Time Ratios

The parties' intent is for the above 35% or 40% to be a maximum number which the Company shall not exceed. Recognizing, however, that the foregoing percentage may fluctuate from time to time due to the nature of the Employer's business, the parties, for example, the Company's labor relations officer for Local 295 and a representative of the Union, shall convene at least once

every month to review and make appropriate adjustments to ensure compliance with applicable ratios immediately. If the parties cannot agree on whether the Company has exceeded the applicable maximum percentage of part-time employees, the Union may immediately submit the matter to arbitration.

All upgrades made pursuant to Paragraph B(3), below, shall be assigned by operational need, as determined by the Company.

3. **Part-Time Upgrades**

If any particular four (4) hour per day part-time employee works more than five (5) hours per day for thirty (30) work days in a sixty (60) calendar day period, then the Company shall upgrade one position to a full-time position and offer that position to employees on the basis of master seniority pursuant to the Master Transfer List. If any particular five (5) hour per day part-time employee works more than six (6) hours per day for thirty (30) work days in a sixty (60) calendar day period, then the Company shall upgrade one position to a full-time position and offer that position to employees on the basis of master seniority pursuant to the Master Transfer List. The Company shall be relieved from its part-time upgrade obligations in the prior two sentences during peak period, which shall be November 1 through December 31 every year. In addition, the first two sentences of this Paragraph do not apply to voluntarily downgraded employees under Section 6.C.2 Upon request, the Company will provide the Union with a weekly report of such activity. It is the intent of the parties that no subterfuge shall be used to prevent part-time employees from receiving full-time upgrades.

All upgrades made pursuant to Paragraph B(3), shall be assigned by operational need, as determined by the Company. All new full-time positions will be filled on the basis of master seniority pursuant to the Master Transfer List in Section 6.I. All part-time positions will be offered

to current part-time couriers within the station with the part-time opening, and the remaining openings will be filled from outside the bargaining unit. Part-time vacancies will not go to the Master Transfer List. If a part-time employee passes up an opportunity to upgrade to full-time status, or if a full-time employee bids on a part-time position, that employee must wait until a vacancy or a new full-time position is created in order to bid for that full-time position.

4. **Part-Time Bid Issues**

- a. The regular work week for part-time employees shall consist of at least twenty (20) or twenty five (25) hours of work (3 hour daily minimum for 20 hour a week part-time employees and 4 hour daily minimum for 25 hour a week part-time employees) Monday through Friday.
- b. The Company will continue its current practice with respect to accommodation, whereby any employee seeking an accommodation on account of school, second job, or family care commitments, files a written request for accommodation with the Company, whereupon the Company makes a good faith determination based on operational need, and with the understanding that an accommodation will not be unreasonably withheld. If the request is approved, then the resulting accommodation shall be valid for the entire bid period, and the employee will not be directed to work in a contrary manner.
- c. Start times for part-time positions may be changed by the Employer up to one (1) hour per day to a later time only, based on operational need. The Company shall attempt to contact the employee at least

one (1) hour prior to his start time, provided, however, if the employee does not receive such notification, and reports to work, then the one (1) hour slide to a later time shall be reduced to thirty (30) minutes.

- d. All of the part-time positions at each terminal shall have a bidded start time. Provided, however, the Company may re-bid the bottom fifteen percent (15%) of the part-time seniority list in response to operational needs, but no more than two (2) times in any bid period. The re-bid may take effect five (5) days after notice of the operational need to do so. With the exception of the a.m./p.m. switch described in Subparagraph B(4)(f), below, the Company will not switch a.m. bids to the p.m. during such re-bid, but will continue to have the right to do so at the regular bid.
- e. Subject to the part-time maximums set forth in Paragraph B(1), above, part-timers may be scheduled as needed by the Company in accordance with operational necessity. However, the Company agrees to use its reasonable best efforts to maintain the pre-10:00 a.m. shift starting times for full-time employees (assuming availability of full-time work exists to support a full-time bid). In addition, the Company will not schedule back-to-back part-time shifts at the same location in the same position to prevent the hire of full-time employees.

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- f. The Company agrees to reasonably continue staffing the a.m. shifts in a manner consistent with the ratio of full-time to part-time bids implemented in February 2019, which includes an effort to reasonably maximize the number of full-time bidded positions with a.m. start times. However, if the business needs of the Company change and it needs to move delivery shifts from the a.m. to the p.m., for example, the parties agree that the Company retains the right to bid such changes and staff each shift as business volume dictates.

C. **Computation of Compensable Work Hours.**

An employee's time worked shall be computed from time he is required to report to the garage or terminal to the time of return to the same garage or terminal.

D. **Overtime.**

Hours worked in excess of eight (8) per day and all work on a Saturday (except for straight time work under Section 2.A.1) shall be paid at the overtime rate listed at time and one-half (1½). All work performed on Sunday (except for straight time work under Section 2.A.1) shall be paid for at the listed double time (2x) rate. Employees who successfully bid a sixth (6th) or seventh (7th) day shall be guaranteed the hours contained within their bidded shift at time and one-half (1½) for the sixth (6th) day and double time (2x) for the seventh (7th) day. Employees who successfully bid a Saturday or Sunday shall likewise be guaranteed the hours contained within their bidded shift. There shall be no pyramiding of overtime. Employees shall not be forced to work more than ten (10) hours on any shift on a recurring basis, except in the case of unforeseen operational emergencies.



E. **Meal Breaks.**

1. **Full-Time Employees**

- a. A day's work for a full-time employee shall be exclusive of a lunch break of one-half (1/2) hour, which period shall not start before the end of the fourth (4th) hour and not later than the sixth (6th) hour.
- b. If a full-time employee is called in prior to the start of his bidded shift, the employee may take his meal break at his bidded time or earlier (to correspond with the actual start time) at the employee's option, provided it does not interfere with a.m. deliveries.
- c. Per the 2010 decision of Arbitrator Aiges, the parties shall follow the work-through lunch procedure from their October 16, 2007 Settlement Agreement in any state in which work covered by this Agreement is performed until such time as any Department of Labor for a particular state shall determine that it is unlawful for employees to work through their lunch period.
- d. The Employer shall not direct a full-time employee to take a meal break and then cover that employee's route during the break with a part-time employee who has worked beyond five (5) hours on the same day.

2. **Part-Time Employees**

Generally, part-time employees shall not be entitled to a meal break during their part-time work day. If, however, such employees are required to work more than six (6) hours, they shall

receive a one-half (1/2) hour unpaid lunch period. Additionally, any part-time employee required to work more than six (6) hours is not required to be given eight (8) hours of work at straight time. However, any work performed by part-time employees in excess of eight (8) hours in a day shall be paid at the rate of time and one half (1 ½). The meal break shall commence between the start of the sixth (6th) and not later than the start of the seventh (7th) hour.

3. **Time Keeping**

The Employer shall not require an employee to punch in or out for lunch, except as required on scanners or similar automated on-road devices.

F. **Voluntary Time Off.**

On days where there is no forced overtime on the shift, the Employer shall be entitled to offer voluntary time off to full-time and part-time employees on days when the needs of the operation call for it (for purposes of this provision, there are only two (2) shifts, an A.M. shift (11:59 am or before), and a P.M. shift (12:00 pm or after)). Voluntary time off will never be mandatory or required. Rather, the Employer may offer voluntary time off to employees, in order of seniority, on affected a.m. and p.m. shifts. Employees who agree to take voluntary time off may elect to use PTO or sick leave (not to be counted under the CBA's disciplinary system) for that time.

G. **Waiver of New York City Temporary Schedule Change Law.**

On behalf of itself and all of its members covered by this Agreement, the Union waives any and all rights under the New York City Temporary Schedule Change Law, New York City Administrative Code, § 20-1201 - §20-1263, as amended. The parties agree that the provisions provided herein are comparable to the requirements outlined in the New York City Temporary Schedule Change law. Further, the parties agree to meet and discuss any future Federal, State or local temporary schedule change law/ordinance/act that may be deemed applicable to the bargaining

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unit and whose effective date would apply during the term of this Agreement. Where any such future laws/ordinances/acts provide that they shall not be applicable during the term of this Agreement or during the term of an existing collective bargaining agreement, the parties shall discuss such issues in renewal negotiations at the expiration of this Agreement.

SECTION 3. OPERATIONS COVERED

A. The execution of this Agreement on the part of the Employer shall cover all truck drivers, helpers, switchers, platform men, motor lift truck operators, mechanics, garage employees and fuelers, and such other employees as may be presently or hereafter represented by the Union within the jurisdiction of the Union. The jurisdiction of the Union shall consist of, but shall not be limited to, all shipments moving into and out of all airports, all piers and all heliports within the areas designated on the map attached hereto as "Appendix C" including but not limited to: JFK, LaGuardia; Newark; Stewart Field; White Plains; MacArthur; Teterboro; Bridgeport; Republic.

B. Employees Covered.

Employees covered by this Agreement shall be construed to mean, but not limited to, any driver, chauffeur, or driver-helper operating a truck, tractor, motorcycle, passenger or horse drawn vehicle or any other vehicle operated on the highways, streets or private roads for transportation purposes when used to defeat the purposes of this Agreement. The term "Employee" also includes, but is not limited to, all employees used in dock work (switching), checking (dragline), stacking, loading, unloading, scanning, sorting, routing, labeling, handling, shipping, receiving, assembling, staging, including, but not limited to, exclusively leased, owned or chartered air craft on a recurring basis, garage work and fueling and such other employees as may be presently or hereafter represented by the Union.

C. **Transfer Of Company Title Or Interest.**

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event an entire operation or any part thereof is sold, leased, transferred, or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceeding, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof. The Employer shall give notice of the existence of the Agreement to any purchaser, transferee, lessee, assignee, etc. of the operation covered by this Agreement or any part thereof, including rights only. Such notice shall be in writing with a copy to the Union, at the time seller, transferor, or lessor executes a contract or transaction as herein described. The Union shall also be advised of the exact nature of the transaction and reserves the right to veto any of the above named transactions if any of the above named procedures are not adhered to by the Employer.

D. In the event the Employer changes its operations within the jurisdiction of the Union, the present contract shall prevail at the new terminal(s) or location(s), and the displaced employees or the employees affected shall have a right in keeping with their seniority to move to the new terminal(s) or location(s) with all seniority rights. In the event the Employer moves outside the jurisdiction of the Union and has no existing terminal(s) or branch(es), it shall first offer employment to present employees who are affected or will be affected at the new terminal(s) or branch(es). In the event the Employer operates more than one terminal or branch and closes an existing terminal or branch and thereby increases the number of employees in the remaining terminal(s) or branch(es), the employees affected by the closing of the terminal(s) or branch(es) shall have full seniority rights, wages and hours presently enjoyed in the area previously serviced.

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E. The operation of all trucks, tractors, trailers or any other vehicle owned by or leased to, by or through the Employer, while used for delivery and/or pick-up in the jurisdiction of this Union, shall be performed exclusively by employees of the Employer covered by this Agreement.

F. Except as otherwise expressly provided herein, the bargaining unit work set forth in Paragraphs A-E above, shall be performed exclusively by unit personnel and not by supervisors, management or any other non-unit personnel. The Employer and the Union agree that in those situations where aircraft departure does not permit the timely and efficient sorting and labeling of outbound International Express shipments (i.e., IEP and SMPX shipments) by unit personnel that such work may be performed by the Employer's designated International Forwarder.

G. **Subcontracting.**

The Employer agrees that no work or services of the kind, nature or type covered by, presently performed, or hereafter assigned to this bargaining unit will be subcontracted. Provided, however, that the Employer may continue to subcontract in those instances which are now permitted by the Union. Further, once the Employer discontinues subcontracting with its current subcontractors, it will not be permitted to subcontract thereafter unless the Employer secures the Union's prior written agreement. The Company shall maintain its existing practice with respect to the utilization of International couriers and its own 295 unit work force at JFK in connection with International express shipments, unless future operational needs dictate otherwise.

H. **Supervisors.**

The bargaining unit work set forth in Paragraphs A-E shall not be performed by supervisors or other employees not covered by this Agreement, except in the following limited circumstances:

1. For the direct training of unit employees in the proper performance of work duties; and

2. In cases of non-recurring unforeseen emergencies, so long as all available means have been exhausted, including overtime. If, however, the emergency work cannot be performed by exhausting all available means, including overtime, the Employer may do anything it can to get the work done.

I. **Line Hauls**

1. The parties expressly understand and agree that the work performed by DHL Same Day as well as the line hauls performed by third parties do not constitute bargaining unit work under the provision of Paragraph F, above. Accordingly, nothing contained herein shall preclude, prevent, impair or in any way restrict DHL Express from entering into a contract with third parties for the performance of an unlimited number of line hauls originating from points outside the geographic areas designated in Appendix "C" and bound for any terminal covered hereunder and vice versa (i.e., in-bound as well as out-bound). A third party line haul, however, shall not be used to transport a shipment originating at a terminal covered hereunder directly to another terminal covered hereunder. The Employer may continue to outsource line hauls in accordance with this Section 3.I during this Agreement and agrees that it will not insource any line hauls to DHL employees within the Local 295 footprint (whether originating from or delivering into the 295 footprint) other than to Local 295 members.

2. Line hauls shall not interface (pick-up or drop-off) directly with a customer within the geographic area covered in Appendix "C," except to pick-up or drop-off a tractor trailer load (minimum 50% filled and not to include "C" containers). Such line hauls may not proceed to more than one (1) customer location and may only pick up additional freight at the domiciliary covered terminal. In such instances, the Local 295 unit employee(s) shall be assigned to travel to the customer's location and shall perform any loading, scanning, labeling or other work which is required



to be performed other than driving the line haul. No such tractor trailer load shall be consigned to a third party line haul without a Union unit employee being present.

3. The parties expressly understand and agree that DHL Same Day shall not be used to transport any freight consigned to DHL Express for pickup or delivery, including DHL Express airport counter recoveries and drops, within Local 295 jurisdiction.

4. In the unlikely event an existing shuttle is eliminated as the result of a multi-stop line haul, the Company shall upgrade the most senior part-time employee domiciled at the affected station to full-time status.

5. Nothing herein contained shall preclude or prevent management, supervisors and/or security personnel from performing security and audit re-scanning.

SECTION 4. UNION SECURITY AND CHECKOFF

A. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing or pay all periodic dues, initiation fees and assessments as required by the Union and those who are not members on the effective date of this Agreement shall, on or after the thirty-first (31st) day following the effective date of this Agreement or the execution thereof, whichever is later, shall become and remain members in good standing in the Union or shall pay initiation fees and periodic dues and assessments as required by the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date or the execution thereof, whichever is later, shall on or after the thirty-first (31st) day following the beginning of such employment become and remain members in good standing in the Union or pay initiation fees and periodic dues and assessments as required by the Union. An employee who has failed to acquire, or thereafter maintain, membership in the Union as herein provided, or to pay initiation fees or periodic dues shall be terminated seventy-two (72) hours



after his Employer has received written notice from an authorized representative of the Union, certifying that membership has been, and is continuing to be, offered to such employee on the same basis as all other members and, further, that the employee has had notice and opportunity to make all dues or initiation fee payments.

B. In the event of any change in the law during the term of this Agreement, the Employer agrees that the Union will be entitled to receive the maximum Union security which may be lawfully permissible.

C. The Employer shall deduct from the wages of employees covered by this Agreement, periodic dues, properly authorized assessments and initiation fees uniformly required as a condition of membership in the Union. Such deductions shall be made bi-weekly (or weekly at the Union's option) from the wages of each employee who files with the Employer a written assignment authorizing such deduction, which assignment shall not be irrevocable for a period of more than one year, or beyond the termination date of this Agreement, whichever occurs sooner. If an employee does not revoke the authorization at the end of a year following the date of the authorization, or at the end of the current contract, whichever is earlier, it shall be deemed a renewal of authorization, irrevocable for another year, or until the expiration of the next succeeding contract, whichever is earlier. Such dues, initiation fees, and assessments as and when deducted, shall be forwarded to the duly authorized representatives of the Union on a monthly basis. Properly authorized assessments shall be deemed a part of the dues structure of the Local Union, and shall be deducted in accordance with the dues deduction authorization provided by the Union.

D. When the Employer actually makes a deduction for dues, initiation fees and assessments, in accordance with a statement received from the Union, it shall remit same and in the event such deduction was made and the Employer fails to remit such monies to the Union, it shall be

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assessed twenty percent (20%) liquidated damages. When an employee who is on check-off is not on the payroll for any reason, the employee must make arrangements with the Union to pay such dues in advance. In the event the Employer is in violation of this section, after the Vice President of Labor Relations is in receipt of seventy-two (72) hours written notice of specific delinquencies, the Union may take any economic action against such Employer regardless of any other provisions of this Agreement.

E. The Union shall indemnify and hold the Employer harmless from all monetary liabilities resulting from a judgment, decree or order issued by a court of competent jurisdiction, arbitral panel or administrative agency against the Employer in connection with action taken by the Employer at the express request of the Union for the purpose of complying with the provisions of this Article.

SECTION 5. SUPERVISORY PERSONNEL

All unit employees shall abide by and comply with all work directives and instructions responsibly issued by the Employer and its supervisory personnel.

SECTION 6. SENIORITY

A. Seniority Principle.

1. Seniority shall prevail, in that the Employer recognizes the general principle that senior employees shall have preference to choose their shifts. Seniority does not give an employee the right to choose a specific unit, run, trip, load or assignment. Terminal seniority rather than Company seniority shall be used for all purposes, except layoff and recall.

2. Employees shall be placed on the seniority list as of their first date of hire with the unit covered by this Agreement. Seniority rights for employees shall prevail. Seniority shall be measured by length of service with the Employer as a bargaining unit employee. Employees entering

the unit on the same day under the provisions of Paragraph H herein shall be placed on the seniority roster in order of Company seniority; newly hired personnel entering the unit on the same day shall be placed on the seniority roster by alphabetical order.

3. In all other areas, including overtime bidding, the seniority principle will be recognized, unless otherwise specified in this Agreement.

B. General Bid.

1. The first general bid is mandatory and shall be posted between January 1 and January 21 of each year. The second general bid, if needed, will be posted between September 1 and September 21 of each year. Bids must be completed within four (4) weeks of posting.

2. Current general bids may be changed or re-bid in response to significant operational changes upon two (2) weeks advance notice and consent of the Union, which shall not unreasonably be withheld.

3. In the event bids are not completed within either of the applicable time periods, the Employer shall assign all such un-bid shifts to available employees in order of seniority. Employees bidding on such shifts must be duly qualified to perform such work.

4. The bidded start times for full-time employees shall be the same time each day of the week, except that start times for full-time employees may differ by up to 2 ½ hours on one (1) day per week. The differing start time shall be reflected in the general bid and is not intended to provide the Company with the ability to change an employee's schedule from day to day or week to week. It is also not intended to provide the Company with the ability to avoid daily pre or post shift overtime or to shorten a full-time employee's workday for the other four (4) days of the work week. The intention of the one day differing start time is to address an operational concern one day a week to ensure delivery commitments to customers while not eroding overtime opportunities.

5. The Company will post full-time vacation replacement bids in conjunction with the general bid. For stations with one-hundred (100) or more employees, up to a maximum of ten percent (10%) of the work force at the station can be used for vacation replacement. For stations with fifty (50) to ninety-nine (99) employees, up to a maximum of fifteen percent (15%) of the workforce at the station can be used for vacation replacement. For stations with less than fifty (50) employees, up to a maximum of twenty percent (20%) of the workforce at the station can be used for vacation replacement. Cluster Relief positions shall not count towards those percentages. Per the 2010 decision of Arbitrator Aiges, Employees in vacation relief positions may be used to cover scheduled vacations and/or other absences of both full and part-time employees, as needed. Once assigned to a specific replacement shift, the employee shall remain thereon for that entire week. Employees bidding such shifts shall be notified on a weekly basis of available shifts for the following week, which shifts shall be awarded by seniority. Any of the foregoing shifts which are not used to fill in for a vacation or other absence shall return to their bidded A.M. or P.M. start time, which shall be when the majority of A.M. or P.M. shifts occur.

6. All bidded tractor trailer shifts shall be straight eight (8) hour shifts.

7. The Company may bid up to eighteen (18) full-time Cluster Relief positions that may be assigned to perform Cluster Relief work. The Clusters at the time of this Agreement are ELZ-TTN and TEB-SWF, which may be changed from time to time by the Parties. The employees in these Cluster Relief positions will be domiciled at either location of the cluster for which the employee bid and will be dispatched on a daily basis for relief assignments. In any event, Cluster Relief positions shall start at the primary start time of the station where the employee reports. Employees in these Cluster Relief positions will be used to cover vacancies occurring on the a.m. primary shift in the locations referenced above. In addition, it is clarified that: the CVR must be a new position; CVR

employees cannot bid off a CVR position until there is a new non-CVR position available; the Company shall not force non-CVR employees into a CVR position and; the maximum amount of CVR positions for the duration of the Agreement is eighteen (18).

8. Except as provided in Section C. 1. below, it is understood and agreed that with respect to general bids only, full-time employees may only bid for full-time positions, and part-time employees may only bid for part-time positions, in accordance with their seniority as a full-timer or as a part-timer. However, where there are extra bids in full-time or part-time categories, seniority principles will be observed.

9. Any employee who bids into a position at the Gateway who does not possess the proper credentials for that bidded position will be placed on no-pay status, except for time spent in training during the waiting period, until he completes whatever testing and badging processes are necessary for him to obtain the necessary credentials for said Gateway position. Nothing herein is intended to preclude the employee from collecting unemployment insurance benefits during the waiting period. Moreover, the parties agree to utilize and faithfully adhere to the temporary badging rules established by the Port Authority to, where possible, minimize employee downtime. Similarly, employees bidding into positions which require a CDL must obtain a CDL within a reasonable amount of time.

10. If the Company proposes a new bid, the Union and the Company shall meet within 3 days to discuss any issues with the bid. In the event the Union objects to the number of AM FT bid positions, the Union may grieve the bid by no later than the 5th calendar day following issuance of the initial bid. The Union's grievance shall move directly to arbitration within 20 calendar days on an expedited basis before the contract arbitrator, or, if he is not available, before another arbitrator to be named by the parties. The Company will be required to meet the burden of proof – by

a preponderance of the evidence – if its bids are to be deemed reasonable at such an arbitration and pursuant to the standards above. A decision on the arbitration must be rendered within 30 days from the date the bid was given to the Union. It is agreed that the initial bid will be bid by the Union and the employees pending the results of the arbitration, but will not be implemented prior to the award.

C. **Downgrades To Part-Time.**

1. Full-time employees desiring to downgrade to a part-time position for legitimate reasons may do so, provided consent thereto is granted by both DHL and Local 295. Such consent shall not unreasonably be withheld.

2. If a Tier 2 full-time employee voluntarily downgrades to a part-time employee, he/she shall receive either the applicable “One Rate” part-time wage rate as outlined in Section 1.B of this Agreement or the highest part-time wage rate currently in effect for part-time employees covered by this Agreement. This determination shall be governed by the employee’s hire date. The parties agree that no Tier 2 full-time employee may downgrade from full-time to part-time and receive a higher part-time wage rate than that employee would have received as a Tier 2 full-time employee.

3. If a Tier 1 full-time employee voluntarily downgrades to a part-time employee (including those presently voluntarily downgraded), he/she will maintain Tier 1 full-time employee wages and benefits. However, the voluntarily downgrade shall not count for purposes of the full-time and part-time ratio in Section 2.B.1 or the 30/60 upgrade language in Section 2.B.3.

4. Except as otherwise provided in Paragraph C(3) herein, upon the commencement of the downgraded part-time position, the employee’s wages and benefits shall henceforth be computed and determined solely as a part-time employee under the provisions of this contract.

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5. Following the downgrade, the employee may not thereafter bid up to a full-time position unless an additional (i.e., "new") or vacant position is available. Moreover, should such employee upgrade to a full-time additional or vacant position as aforesaid, the employee may not thereafter seek another downgrade for the life of the contract or for two (2) years, whichever is greater.

6. Full-time employees who are participating in the Welfare Plan under the provisions of Section 11 A(1) of the Collective Bargaining Agreement and who are thereafter downgraded to a part-time position shall immediately re-acquire full-time participation in the Fund (subject to the express provisions of the current Collective Bargaining Agreement and the requirements of the Fund).

7. No employee hired prior to September 1, 1988 and/or the Tier 1 employees defined above in Section 1 who is downgraded to a part-time position shall lose the benefit levels they previously enjoyed.

D. Saturday or Sunday Bid.

1. Other than the utilization of straight-time weekend work subject to the requirements outlined in Section 2.A.1, Saturday or Sunday bids will be filled by each terminal on the basis of seniority. Should the Employer desire to have part-time as well as full-time shifts on such Saturday bids, it may do so as long as the bids are alternated between part-time and full-time shifts as follows: the initial bid shall be for a full-time spot followed, as needed, by a part-time spot and alternating thereafter on the very same basis until manpower needs for Saturday or Sunday coverage have been fully satisfied. Should any terminal have a problem filing a Saturday or Sunday bid, qualified unit personnel within the terminal shall be forced to fill the vacant shift in reverse order of seniority.

2. For employees scheduled to work Monday to Friday, all hours worked on a shift scheduled to commence on Saturday shall be paid at the rate of time and one-half (1½) and Sunday shall be paid at the rate of double time (2X).

E. **Seniority Rank And Posting.**

Within thirty (30) days after the signing of this Agreement, the Employer shall post in a conspicuous place at the Employer's terminal, a list of employees arranged according to seniority. A new updated list provided by the Employer shall be posted every sixty (60) days thereafter. Claims for corrections to such lists must be made to the Employer within ten (10) days after posting and after such time the lists will be regarded as correct. Any controversy over the seniority standing of any employee on such lists if raised within such ten (10) day period shall be submitted to the grievance procedure established in this Agreement.

F. **Loss Of Seniority.**

Seniority shall be broken only by:

- a. Discharge;
- b. Voluntary quit;
- c. No work or lay off for more than one (1) year.
- d. Failure to respond to a notice of recall.
- e. Unauthorized leave of absence.
- f. Unauthorized failure to report to work for three (3) consecutive days when work is available.
- g. **Work Related Injury:** Failure, refusal and/or inability to return to work fully capable of performing the essential functions of the job within eighteen (18) months following the employee's absence from

work as the result of a work related, medically substantiated disability or injury unless a longer period is required by the ADA or applicable federal, state, or local law.

- h. Non-Work Related Injury Or Illness: Failure, refusal and/or inability to return to work fully capable of performing the essential functions of the job within one (1) year following the employee's absence from work as the result of a non-work related, medically substantiated disability or injury, or his length of service, whichever is shorter, unless a longer period is required by the ADA or applicable federal, state, or local law.
- i. Except as otherwise provided in Paragraph H. (Inter-Bargaining Unit Transfers) below, an employee's voluntary departure from a work classification covered by this Agreement yet him still remaining employed by the Employer in some other capacity.

G. If an employee's chauffeur's license is revoked because the Employer violated a law, DHL agrees to provide the employee with suitable and continued employment for the entire period of revocation of license and shall be reinstated in the seniority he held prior to revocation of his chauffeur's license, after his chauffeur's license is restored at not less than his regular earnings at the time of revocation of the license.

H. Inter-Bargaining Unit Transfers.

In accordance with the parties' agreement, as confirmed and adopted by and between the Employer and Local 295 (Clerks), inter-bargaining unit transfers between the Employer/Local 295 clerical unit or the Employer/Local 295 driver unit shall be effectuated as follows:

1. Whenever a new part-time position becomes available in the work force, it will be offered to eligible employees, regardless of their current unit affiliation, before hiring from the outside.

2. To be eligible for inter-bargaining unit transfer, an employee must:

- a. File a written request for bargaining unit transfer with his supervisor, specifying the unit and geographic area for which such transfer is sought. That request shall be effective for twelve (12) months, and must be renewed thereafter.
- b. Demonstrate the qualifications necessary to fill that position, as required by the Company (e.g., passing a customer service exam, international exam, typing proficiency, licenses, etc.), as the case may be.
- c. Have not previously transferred from one bargaining unit to another, during the life of the current contract.

3. Where two (2) or more employees are equally qualified, as determined by the Employer in the exercise of its sound discretion, the new part-time position shall be offered to the qualified employee with the most Company seniority.

4. When an employee transfers to another bargaining unit, he shall be governed by the terms and conditions of the contract covering that bargaining unit only. That employee shall receive the wage rate and benefits entitlements set forth herein, based on his date of hire. All seniority rights, including but not limited to layoff, recall, bidding, etc. shall be based on his date of transfer into the new bargaining unit. Any disciplinary step accrued in the old unit shall automatically transfer into the new one.



5. Provided, however, if within thirty (30) calendar days following the effective date of the transfer, the employee does not satisfy the probationary period requirements of the new bargaining unit position or otherwise simply wishes to return to his former unit, the employee may return to such former unit within the aforesaid thirty (30) calendar day period based on the principle of Company seniority and even though this may result in the layoff of a junior employee in the unit to which he timely returned.

I. **Master Transfer List.**

The Union and the Company agree to maintain a list of employees who have requested a transfer ("Master Transfer List"), and to use that list to provide such employees with the opportunity to fill positions at the facilities from which they were displaced or other nearby facilities more proximate to their home. The Master Transfer List shall not contain part-time positions. Employees on the Master Transfer List shall list their preferred facilities, and will be offered positions at those facilities as openings become available. Any changes made to the Master Transfer List rules shall be mutually agreed to between the Company and the Union.

J. **Layoff And Recall.**

In the event it becomes necessary to reduce the work force, the Employer shall layoff unit personnel in accordance with master seniority. When the force is again increased, the employees are to be returned to work in the reverse order in which they were laid off. In the event of a recall, the laid off employee shall be notified by certified mail with a copy to the Union and if the employee fails to comply, he shall lose all seniority rights under the Agreement and shall be considered a voluntary quit.

K. **Personal Leave Of Absence.**

Any employee desiring a personal leave of absence from his employment without pay or

other benefits shall secure written permission from both the Union and the Employer. The maximum personal leave of absence shall be for thirty (30) days and may be extended for like periods. Permission for extension must be secured from both the Union and Employer. During the period of absence the employee shall not engage in gainful employment in any industry. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee.

L. **New Station Opening.**

1. If a new DHL facility opens within the jurisdiction of the Union and some of the work is moved from an existing terminal to the new one, employees within the terminal from which the work has been transferred shall be permitted to follow the work to the new terminal. The number of such employees permitted to follow the work shall equal the amount of transferred work.

2. In situations where an insufficient number of employees bid for positions at the new terminal, the Employer will force, in reverse seniority, enough employees to fill the existing jobs at that time. The forcing will be by the type of job (i.e., full-time or part-time).

3. A full-time driver may avoid being forced to the new terminal provided he exercises terminal seniority and bids down to an available position in his current terminal.

4. Those employees, if any, who are forced by seniority to follow the work and who want to return to the terminal from which they had been forced must tell their steward and their District Manager. Their name will be put on a list kept at the local station. A copy of that list will be sent to the Regional Manager's office and the Union office.

5. The Employer warrants that it will not open a full service DHL station without full-time positions being made available at such new station (i.e., new terminal may not be staffed solely with part-time employees).



6. The opening of the new station shall not automatically result in the creation of additional full-time straight eight (8) hour shifts. Accordingly, as between both terminals (i.e., the new station and the station from which the work had been transferred) the total number of full-time straight eight (8) hour shifts shall at least equal but not exceed the total number of full-time straight eight (8) hour shifts that were in effect at the station from which the work had been transferred immediately prior to the opening of the new station.

M. **Merger.**

If DHL merges its operations with another employer within the jurisdictional area of the Union, the employees of the respective employers shall be placed on one seniority roster in the order of the earliest date of hire of each of the employees with their respective employer.

N. **Acquisition Or Purchase.**

When one employer acquires or purchases control of the business of another employer within the jurisdictional area of the Union, the employees with less than two (2) years of service with acquired or purchased employer shall be placed at the bottom of the acquiring or purchasing employer's seniority roster in the order of their payroll, or employer seniority with the former employer, and employees with more than two (2) years of service shall be treated in the same manner as a merger under this Agreement.

SECTION 7. STEWARDS

A. **Appointment And Duties.**

The Employer recognizes the right of the Union to designate stewards and alternates from the Employer's seniority list. The authority of stewards and alternates shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of the Agreement.

2. The collection of dues when authorized by the appropriate Local Union official.
3. The transmission of such messages and information which shall originate with, and are authorized by the Local Union, or its officers, provided such messages and information:
 - a. have been reduced to writing, or
 - b. if not reduced to writing, are of a routine nature and do not involve work stoppages, slow-downs, refusal to handle goods, or any other interference with the Employer's business.
4.
 - a. In each terminal covered by the Collective Bargaining Agreement (excluding the hubs currently located at ZYP, JFK and Elizabeth terminals and relocated airport hubs), the Union shall designate one (1) primary steward (a.m.) and one (1) alternate steward (p.m.). The primary steward shall remain in the terminal for up to four (4) hours during the morning peak (a.m. route breakdown) during which time he shall perform his functions as steward, as defined in Paragraphs A.1., 2., 3. and 6. of this Section 7, and available dock or barn work as assigned by management with the operations covered, as defined in Section 3 (Operations Covered) of the Agreement, provided, however, that the performance thereof does not interfere with the performance of such stewards duties.
 - b. For the balance of the shift the primary steward may be assigned dock, barn or route work (including driving), as defined in Section 3 (Operations Covered) of this CBA, as management deems appropriate. It is understood and agreed, however, to the extent that there is available dock or barn work, it shall be assigned to the steward. It is further understood and agreed that management shall not be required to keep a steward present at the terminal or dock to perform dock or barn work which is sporadic or *de minimus*. This does not, however, give management the right to perform such sporadic or *de minimus* work in any non-emergency circumstance.

c. The designation of primary steward time may be changed by mutual agreement of the steward and the Station Manager.

d. The alternate steward shall remain in the terminal for up to two (2) hours during the p.m. peak (p.m. outbound dock operation) during which time he shall perform the function of steward, as defined in Paragraphs A.1., 2., 3. and 6. of this Section 7, and available dock or barn work as assigned by management within the operations covered, as defined in Section 3 of the Agreement, provided, however, that the performance thereof does not interfere with the performance of such steward duties.

e. For the balance of the shift, the alternate steward may be assigned dock, barn or route work (including driving), as defined in Section 3 (Operations Covered) of the Agreement.

5. **Saturday or Sunday Overtime Opportunities**

a. **Primary Steward**

For bids other than those outlined in Section 2.A.1, the primary steward (or alternate in the absence of the primary steward) may bid for a Saturday or Sunday morning shift and shall have super-seniority for such purposes to enable him to be present for the handling of grievances and the performance of other steward functions, as defined in Paragraphs A.1., 2. and 3. of this Section 7. The steward shall remain in the terminal for up to two (2) hours during the morning peak (a.m. route breakdown) during which time he shall perform his functions as steward, as defined in Paragraphs A.1., 2. and 3. of this Section 7, and dock or barn work as assigned by management within the operations covered, as defined in Section 3 (Operations Covered) of the Agreement, provided, however, that the performance thereof does not interfere with the performance of such steward duties.



b. For the balance of the shift, the steward may be assigned dock, barn or route work (including driving) on the same basis as set forth in subparagraph 4(b), above.

6. **Primary And Alternate Stewards At The Hubs Currently Located In JFK, ZYP, And Elizabeth Terminals**

The primary stewards at the hubs currently located in ZYP, JFK and Elizabeth terminals (and relocated hubs), shall perform duties in accordance with the provisions of subparagraphs 4(a) and 5(b), above. However, for the balance of the shift, the primary steward shall perform available barn or dock work, shuttle work and/or airport recovery work, as assigned by management. (Route work shall not be assigned). The alternate stewards at the aforesaid hubs shall perform duties in accordance with the provisions of subparagraphs 4(d) and (e) above.

7. **Daily Overtime Opportunities**

a. Overtime work, if any, that may occur in connection with the performance of a particular route shall stay with that route. Overtime assignments, however, to cover employee absences shall be offered to unit personnel, including stewards, on the basis of terminal seniority. If available work in the terminal or on the dock is required to be performed on an overtime basis, the steward may utilize super-seniority to bid for same. Nothing herein contained shall be construed to require the Employer to assign work to a steward on an overtime basis that otherwise could reasonably be performed by other unit personnel on straight time. It is understood and agreed, however, that the Employer will not call in a part-time employee for the sole purpose of precluding a steward from performing an available daily overtime assignment on the dock or in the barn.

8. a. The performance of duties on behalf of the Union by the primary steward away from the Employer's premises, upon prior advance notification to the supervisor on duty. In the event the performance of such duties by the primary steward expressly concerns DHL, he

shall be paid by the Employer at regular straight-time rates in connection therewith up to but not in excess of sixteen (16) hours per calendar quarter.

b. Moreover, the Union shall be entitled to schedule one “paid” training session which may be attended either by the primary or alternate steward, for up to but not in excess of eight (8) hours per session, each quarter during the term of the current Agreement. Such “paid” stewards’ training sessions shall take place on Saturdays on a date to be selected at the commencement of each quarter by DHL. DHL shall compensate each steward who attends such training sessions with eight (8) hours of straight time pay for each session.

c. In the negotiations for the successor Collective Bargaining Agreement, the Company shall pay up to but not in excess of seven (7) stewards designated by the Union as members of the Union’s negotiation team, at regular straight-time rates, up to but not in excess of their forty (40) hour weekly guarantee.

9. The Company agrees to immediately notify the Union and the steward at each station of a newly hired employee upon the Company’s decision to hire that employee and shall provide the Union and the steward with the newly hired employee’s name, start date and shift/bid.

B. Company Equipment.

Stewards may make reasonable use of Company phones and office equipment, provided that such use is not abused. Should the Employer believe that a steward is abusing or otherwise improperly taking advantage of the privileges provided herein, it shall promptly bring such matter to the Union’s attention. If a satisfactory resolution is not achieved, the Employer may submit the matter directly to arbitration for final resolution.

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C. **No-Strike Authority.**

Stewards and their alternates have no authority to strike or to take any other action interrupting the Employer's business, except as authorized by official action of the Union. The Employer recognizes these limitations upon the authority of a steward and his alternates, and shall not hold the Union and/or its officers or agents liable for any unauthorized acts. The Union reserves the right to remove the steward at any time for the good of the Union. The steward shall not be discriminated against by the Employer for the faithful performance of his duties as steward.

D. **Super-Seniority.**

One (1) steward at each terminal covered by this Agreement shall be granted super-seniority for layoff and recall. Any additional application of super-seniority for stewards must be permitted by applicable law and justified as being directly related to the proper performance of his duties as a steward. Each steward shall have a bidded start time. Moreover, no steward shall be granted automatic overtime.

E. **No Supervisory Authority.**

9. Stewards are employees of DHL Express and have no managerial or supervisory authority. Management has the sole authority to direct employees in the performance of their duties. Notwithstanding, management may not interfere with a steward in his performance of labor relations functions as set forth in Paragraphs A.1., 2., 3. and 6. of this Section 7.

10. Nothing in this Article shall limit the right of a steward (or his alternate steward when acting as steward) from performing steward duties, as defined in Paragraphs A.1., 2., 3. and 6. of this Section 7, when required as the exigency of the situation may require.

11. In the event a part-time employee is elected or appointed as a steward, *but not as an alternate steward*, he shall be assigned to a full-time shift.

12. If the primary steward has a scheduled absence, excluding last minute “call-offs,” the alternate steward may assume the shift of the primary steward at the discretion of the Union business agent or other designated Union officer. If the alternate steward is absent, no employee shall be designated as an alternate steward to replace him.

SECTION 8. UNION VISITATION AND ON PREMISES MEETING –

A. The Union’s Representative may visit and have access to the Employer’s covered terminals and/or other properties covered by this Agreement at reasonable times during regular business hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the agreement is being adhered to.

B. For purposes of this Section of the Agreement only, the term “Union Representative” refers to individuals actively employed and paid by either the International or Local Union, and excludes any and all unit employees actively employed by DHL, including stewards.

C. The Union Representative, upon arrival at any terminal covered hereunder, shall announce his presence to the Employer and, during the course of such visit, the Union Representative shall so conduct himself/herself as not to interfere with the operations of the office or other work areas within the Employer’s premises.

D. Group meetings must occur in non-work areas only when no attendee (including the steward, unless the steward is on his steward duty time) is on Company paid time. Such meetings shall not be unruly or disruptive. Company rules shall apply.

SECTION 9. NO POLYGRAPHS

A. No employee covered by this Agreement can be subjected to a polygraph test.

SECTION 10. **UNIFORMS AND APPEARANCE**

All employees shall maintain a clean and neat personal appearance. The Company reserves the right to introduce reasonable policies on uniforms and appearance upon 30 days' notice to the Union. The employer agrees that if any employee is required to wear any kind of uniform as a condition of employment, such uniform shall be furnished by the Employer free of charge and at the standard required by the Employer. Company uniforms shall have the Teamsters logo.

All Company introduced policies on uniforms and appearances must permit unit employees to wear up to, but not in excess of, any one (1) of the three (3) authorized IBT pins pictured in Appendix "E" to this Agreement. Such button or pin, if worn, must be attached to the employee's shirt, sweater, vest, or jacket on the chest area opposite to the DHL logo. Under no circumstances may a button or pin be worn on the employee's hat.

SECTION 11. **HEALTH & WELFARE AND PENSION FUNDS**

A. **Local 295 Employer Group Welfare Fund.**

The Employer agrees that the Trust Agreement establishing the Local 295 Employer Group Welfare Fund shall be incorporated in this Agreement as though it is fully set forth herein, and the terms thereof shall be deemed binding upon it as a signatory to the Agreement of Trust made and establishing the Local 295 IBT Employer Group Welfare Fund. It is further agreed that the Union may be considered an Employer for the purpose of making contributions to the Local 295 IBT Employer Group Welfare Fund on behalf of employees and officers of the Union.

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1. **Full-time Employees Currently Participating in the Local 295 IBT Employer Group Welfare Fund**

- a. For each active full-time employee covered by this section A(1), the Employer's contribution rate to the local 295 IBT group welfare fund shall be \$654.24 per week effective as of 3/1/2024.²
- b. Effective on the first day of the calendar quarter following the completion of 8 weeks of work, all newly hired or upgraded full-time employees shall be eligible to participate in the Welfare Fund. At such time, DHL shall be required to make 8 weeks of contributions on such individual employees' behalf. The Company may, in its own discretion, make those contributions in a lump sum.
- c. Until a full-time employee is eligible for participation in the Welfare Fund, the Employer shall continue to provide him with medical insurance under the Company medical plan, as provided in the section below.

2. **All Other Employees**

All other employees shall not be covered by the Welfare Fund. Rather, those individuals and their dependents shall be covered by the Employer's then current standard (i.e., not premium) medical, dental, and eye care/optical plan in effect for the Company's non-union workforce. Such plan is subject to discretionary change by the Employer during the term of the agreement to the extent the Company is making a general change for its non-unionized workforce. A summary of benefits shall be provided to each employee upon his successful completion of his probationary

²As provided for in Section 6.C.3, any Tier 1 full-time employee (as defined herein) who voluntary downgrades to a part-

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period. Employees not covered by the Welfare Fund who wish to upgrade from the standard plan to a premium level of coverage may do so at their own expense.

3. Contributions shall be made to the Welfare Fund on or before the tenth (10th) day of the succeeding month on account of contributions due for the immediately preceding month.

4. In the event there are any revisions to the eligibility requirements for participation in the Local 295 Welfare Fund, the parties shall meet and discuss such changes.

5. The Employer assumes full responsibility for coverage for all employees. In the event of any loss sustained by the employee or his family resulting from the negligence or failure of the Employer to make regular and timely contributions to the Fund, the Employer shall personally be liable for any such loss. The Employer further agrees to provide statutory disability benefits for the employees covered by this Agreement at no cost to the employees covered by this Agreement.

6. Payments to the Welfare Fund shall not be continued during a strike.

7. The parties hereby confirm and approve the composition and membership of the Board of Trustees of the Health & Welfare Fund as now and hereafter constituted.

8. A duly authorized agent or representative of the Employer is to acknowledge the accuracy and to verify the contributions by affixing his signature in the space designated on the contribution form submitted by the Fund.

B. Local 295 Employer Group Pension Trust Fund

The Employer agrees that the Trust Agreement establishing the Local 295 IBT Employer Group Pension Trust Fund (the "Pension Fund") shall be deemed to be as though fully set forth herein, and the terms thereof shall be deemed incorporated in this Agreement as though hereinafter set forth. The Employer agrees that upon execution of this Agreement it will be deemed a signatory to the Agreement of Trust made and establishing the Pension Fund. It is further agreed that the

time position shall receive the Health and Welfare contributions applicable to an active full-time employee.

Union may be considered “an Employer” for the purpose of making contributions to the Pension Fund on behalf of employees and officers of the Union.

1. **Full-Time Employees**

All full-time employees who have completed one (1) year of service, shall have a weekly contribution of \$303.50 effective as of 3/1/2024 made on their behalf for each week they appear on the Employer’s active payroll and receive wages.³

2. **Part-Time Employees**

All eligible part-time employees shall have a contribution of \$133.13 as of 3/1/2019 made on their behalf for each week they appear on the Employer’s active payroll and receive wages.

3. Contributions shall be made to the Pension Fund on or before the tenth (10th) day of the succeeding month on account of contributions due for the immediately preceding month.

4. The Employer assumes full responsibility for coverage for all employees and in the event of any loss sustained by the employee or his family resulting from the negligence or failure of the Employer to make regular and timely contributions to the Fund, the Employer shall be personally liable for any such loss.

5. Payments to the Pension Fund shall not be continued during a strike.

6. The parties hereby confirm and approve the composition and membership of the Board of Trustees of the Pension Fund as now and hereafter constituted.

7. A duly authorized agent or representative of the Employer is to acknowledge the accuracy and to verify the contributions by affixing his signature in the space designated on the contribution form submitted by the Fund.

C. **Preferred Rehabilitation Plan**

³ As provided for in Section 6.C.3, any Tier 1 full-time employee (as defined herein) who voluntary downgrades to a part-time position shall receive the Pension contributions applicable to a full-time employee.

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Pursuant to the Preferred Schedule of the Rehabilitation Plan for the 295 Pension and Health & Welfare Funds, the Company agrees to increase cumulative full-time contributions by \$1 per hour per year, effective 3/1/24, 3/1/25, 3/1/26, and 3/1/27 to be divided among Pension and Health & Welfare, as reasonably determined by the Union in the best interests of the various funds, and as approved of by the Trustees of the Pension and/or Health & Welfare Plan. The Company agrees to a supplemental increase to cumulative full-time contributions of \$0.25 per hour to be used in either 3/1/2024 or 3/1/2025 and an additional \$0.25 to be used either in 3/1/2026 or 3/1/2027. The \$1 per hour per year (or \$1.25 per hour per year, if applicable) must first be exhausted on Pension or Health & Welfare contribution increases necessary to maintain benefits. If the \$1 per hour per year (or \$1.50 per hour per year if applicable) increase is not exhausted by maintaining Pension and Health & Welfare benefits at their than current levels, the remaining funds may be used to increase benefit levels, if permitted by law. A pro-rata contribution in the same proportion to the increases resulting for full-time contribution rates will be made on behalf of part-time employees.

D. **Contribution Defaults.**

In the event the Employer defaults in payment of pension and/or welfare contributions and notice of such default is served upon the Employer's Vice President of Labor Relations via certified mail by the Administrator and/or the Trustees of the respective Funds, and copies are sent to the Union, Pension, and Welfare Fund Trustees, and if said default is not paid within five (5) days after said notice of default, then the provisions for Section 19 shall be deemed canceled, withdrawn and waived by the Employer and the Union may thereupon order and enforce a strike against the Employer in default, which shall not be considered a breach of this Agreement. The Fund Administrator or Trustees of each respective fund shall have the right to inspect all books, records, papers and reports of the Employer, and to interview all employees of the Employer, as they, in their

sole discretion, deem necessary to permit the Administrator and/or the Trustees of the Funds to determine whether the Employer is making full payments to the Funds of the amounts required by this Agreement. A determination on such audit and inspection to the effect that the Employer has failed to remit its required contribution shall be deemed a default within the meaning of this Section.

In the event the Employer has within the previous twelve (12) month period been the recipient of a five (5) day notice of default as provided herein, any further default by said Employer shall be considered a breach of this Agreement and the Union, without notice to the Employer, may take such action as it deems necessary in accordance with the provisions of this paragraph.

SECTION 12. LABOR PRACTICES

A. The Employer shall not enter into any other written or oral agreement with any employee or group of employees covered by this Agreement which in any way violates the wages, hours, or working conditions of this Agreement. Moreover, it is specifically agreed only the Labor Relations Manager and/or management employees at or above the level of Senior Director of Operations have the authority to enter into binding agreements on behalf of the Company with the Union.

B. The Local Union shall have the right to seek recovery from the Employer in its own name and on behalf of the employee in the amount of wages or other benefits which any member may be entitled to.

C. The Union, on behalf of itself and its membership, agrees that it will at all times, as fully as it may within its power, further the interests of the industry and the Employer, and to cooperate with the Employer to the best of its ability to eliminate unfair trade practices and labor abuses detrimental to the industry.

D. Time Clocks.

The Employer, regardless of the number of employees employed must provide a time clock.

Subject to Section 2 E(3) of this Agreement, employees shall not be required to punch in or out at any other time during their work day other than the employees alone punching in at the beginning of their shift and punching out when their shift ends. On a Monday, individual employees shall, upon request, be provided with a receipt accurately showing their hours (including actual punch-in and punch-out times) worked at the end of the preceding payroll week. On a Tuesday, stewards shall, upon request, be provided with a report showing the actual punch-in and punch-out times for all employees on that terminal's seniority list.

E. **Payment of Wages.**

1. When checks are issued or direct deposits are made as payment of wages, such checks or direct deposit slips shall have appended memoranda, for detachment and retention by the payee, separately showing regular and overtime earnings and showing deductions for social security, state and federal income tax withholdings, and any miscellaneous deductions. The Employer shall distribute paychecks and direct deposit slips to employees in sealed envelopes. To the extent permitted by applicable state law, all newly hired employees must participate in the Employer's direct deposit or Paycard programs. Wages shall be paid weekly.

2. In the event that wages are paid in cash, memoranda also indicating separate regular and overtime earnings and the above deductions, shall be given the employee at the same time he receives his cash wages. Employees paid in cash shall be paid anytime on usual pay day.

3. Within ninety (90) days of ratification of this Agreement, the Company will institute a new paycard program which shall serve to provide replacement pay for payroll errors (at the employee's choice). Employees may choose to have pay errors trued up through direct deposit, manual check or via paycard. The Company, if necessary, may change paycard providers, but only to

a provider with equal access and fee structures. Otherwise, the Employer must bargain with the Union over such changed provider.

4. Payroll records of the Employer shall accurately and fully reflect for each employee regular and overtime hours worked and wages paid, as well as vacations earned and taken, and holidays worked or not worked.

F. **Union Access to Payroll and Personnel Records.**

Business Agents, Stewards and other authorized representatives of the Union shall be granted access to wage and time records and relevant personnel records of employees covered by this Agreement.

G. **Responsibility for Company Vehicles.**

Employees shall report any and all defects (as reflected on 425 form) to their assigned vehicle to their immediate supervisor. Employees shall not be held responsible for vehicles not properly equipped to comply with state motor vehicle laws and shall be compensated for fines and time lost if summoned to court because of such a Company failure.

H. **Parking of Company Vehicles.**

No employee shall double park, park in bus stops, park by hydrants or park in restricted zones or violate any law or ordinance in order to make deliveries or pick-ups, unless so ordered by the Employer. However, employees must make an honest effort to perform their duties.

I. **Court Appearances on DHL's Behalf.**

1. Any employee required to appear in a court proceeding in connection with a work related matter at the request of the Employer or at the summons of any governmental agency, shall be paid in full for such time by the Employer.

2. When an employee is required to appear in court for the purpose of testifying because of an accident he may have been involved in during working hours and while on duty (including when the employee is on a meal break), such employee shall be reimbursed in full for all time lost unless the driver is proven to have been under the influence of intoxicating liquors or narcotics.

J. **Letters to Employees' Personnel Files.**

Communications and/or letters relative to an employee's personnel file shall be removed after twelve (12) months from the date of occurrence and once removed will not be considered a part of his permanent employment record nor may be used in any proceeding.

K. **Airport Recovery And Drops.**

Any terminal within the areas designated in Appendix "C" shall do its own drops and recovery work at the airports (i.e., if the station in Newburgh or White Plains has a shipment to drop or recover from an airline at the JFK airport or the Newark airport or any other covered airport, then the Local 295 driver from Newburgh or White Plains shall be allowed to do that work).

L. **Shuttles To And From The Airplane.**

Each station being fed their packages to and from the airplane shall run its own shuttle truck. That driver may help load and unload the airplane as needed (i.e. Manhattan, or Long Island, may run its drivers and trucks to the JFK airport to pick up its freight. The driver shall help off load the aircraft as necessary. Likewise, the same in taking packages to the airplane).

M. **DOT Hour Regulations.**

Should a driver not have enough hours left to work a full shift because of the DOT sixty (60) hour rule, he will not be allowed to work that day.

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N. **Examinations.**

The Employer shall not pay for any time spent in the case of applicants for jobs and shall be responsible to employees only for time spent at the place of examination, where the time spent by the employee exceeds two (2) hours and in that case, only for those hours in excess of said two (2). Employees will not be required to take examinations during their working hours.

SECTION 13. STARTING PLACE AND TRAVELING EXPENSES –

Any employee leaving his truck or automobile for night tie-up, or storage in a different place than he started from shall be paid carfare and travel time provided it is within the jurisdiction of the Union. If any employee ties-up at any other point, he shall be paid travel time and transportation expenses. Any employee sent outside of the jurisdiction of this Agreement shall be paid hotel, meal and traveling expenses.

SECTION 14. HOLIDAYS

A. **Designated Holidays.**

All employees shall be entitled to receive the following paid holidays: New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

B. **Floating Holidays.**

Employees shall receive additional floating holidays (one of which represents the employee's birthday) in accordance with their length of service, as follows:

<u>Years of Employer Seniority as of April 1</u>	<u>Number Of Floating Holidays</u>
Up to twelve (12) months	2
Twelve (12) but less than twenty-four (24) months	3
Twenty-four (24) but less than One hundred twenty (120)	

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months (i.e., 10 years)	4
One hundred twenty (120) or more months	7

During the initial year of employment, non-probationary full-time unit employees shall receive paid floating holidays, as set forth below:

<u>Month In Which Full-Time Employee Successfully Completes Probationary Period After Hire</u>	<u>Floating Holiday Entitlement (Following Probationary Period to March 31st)</u>
April-September	1
October-March	0

Non-probationary part-time employees shall receive floating holidays prorated in accordance with their regular scheduled straight-time work week hours.

Each sick day immediately before and immediately after a scheduled floating holiday shall count as an occurrence (maximum of two (2) occurrences) for purposes of achieving pattern absences. However, the pay for the floating holiday shall not be impacted by any such sick days off, as referenced in the prior sentence.

C. **Holiday Payments To Employees Hired Prior To 9/1/1988 and Tier 1 Employees as Defined Above.**

1. The following days shall be considered holidays under this Agreement: New Year's Day, Martin Luther King Jr., Memorial Day, Independence Day, Labor Day, Good Friday or Yom Kippur (employee option) Thanksgiving Day, Day After Thanksgiving Day, Christmas Eve Day, and Christmas Day. All employees shall be required to work on these holidays in the event the Company performs bargaining unit work on such holidays.

2. In order to be entitled to holiday pay (Section 14.A and 14.C), an employee must work his regularly scheduled work day immediately preceding the recognized holiday and his

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regularly scheduled work day immediately following the holiday, unless such absences are due to scheduled vacations or floating holidays, or otherwise expressly excused by the Employer.

3. (a) All hours worked on the following holidays shall be paid for at the rate of two and one-half ($2\frac{1}{2}$) times the regular rate of pay, with a minimum guarantee of eight (8) hours work or pay for full-time employees and four (4) or five (5) hours work or pay for part-time employees, in addition to the holiday pay: New Year's Day, Martin Luther King Jr., Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

(b) All hours worked on the following holidays shall be paid for at the rate of two (2) times the regular rate of pay, with a minimum guarantee of eight (8) hours work or pay for full-time employees and four (4) or five (5) hours work or pay for part-time employees in addition to the holiday pay: Good Friday or Yom Kippur, Christmas Eve Day, and Day After Thanksgiving Day.

4. Hours worked on such Saturday that is a holiday requiring a two and one-half ($2\frac{1}{2}$) time hourly rate, shall be paid for at the rate of four (4) times the regular rate of pay, and holidays with a double time rate of pay shall be paid for at three and one-half ($3\frac{1}{2}$) times the regular rate of pay, in addition to holiday pay, with a minimum guarantee of eight (8) hours work or pay for full-time employees and four (4) or five (5) hours work or pay for part-time employees.

5. All hours worked on such Sunday that is a holiday requiring a two and one-half ($2\frac{1}{2}$) time hourly rate shall be paid at the rate of five (5) times the regular rate of pay, and holidays with a double time (2x) rate of pay shall be paid for at four (4) times the regular rate of pay, in addition to holiday pay, with a minimum guarantee of eight (8) hours work or pay for full-time employees and four (4) or five (5) hours work or pay for part-time employees, provided the holiday is not observed on Monday, in which case the holiday pay would be paid for Monday's work.



6. **For employees with Saturday and/or Sunday as a regular straight time work day** - Employees with Saturday and/or Sunday straight time work under Section 2.A.1, shall receive the amount set forth in Section 14.C.3(a) or Section 14.C.3(b) for working holidays on a Saturday or Sunday.

D. **Holiday Payments To Employees Hired On or After 9/1/88.**

1. In order to be entitled to holiday pay (Section 14.A and 14.C), an employee must work his regularly scheduled work day immediately preceding the recognized holiday and his regularly scheduled work day immediately following the holiday, unless such absences are due to scheduled vacations or floating holidays, or otherwise expressly excused by the Employer.

2. All hours worked on the following holidays shall be paid for at the rate of two and one-half (2 ½) times the regular rate of pay, with a minimum guarantee of eight (8) hours work or pay for full-time employees, and four (4) or five (5) hours work or pay for part-time employees in addition to the holiday pay: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

3. Hours worked on such Saturday that is a holiday requiring a two and one-half (2 ½) time hourly rate, shall be paid for at the rate of four (4) times the regular rate of pay, in addition to holiday pay, with a minimum guarantee of eight (8) hours' work or pay for full-time employees and five (5) hours work or pay for part-time employees.

4. All hours worked on such Sunday that is a holiday requiring a two and one-half (2 ½) time hourly rate shall be paid at the rate of five (5) times the regular rate of pay, in addition to holiday pay, with a minimum guarantee of eight (8) hours work or pay for a full-time employee and four (4) or five (5) hours work or pay for a part-time employee, provided the holiday is not observed on Monday, in which case the holiday pay would be paid for Monday's work.

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5. **For employees with Saturday and/or Sunday as a regular straight time work day** - Employees with Saturday and/or Sunday straight time work under Section 2.A.1, shall receive the amount set forth in Section 14.D.2 for working holidays on a Saturday or Sunday.

E. **Holiday Bid Procedures.**

1. In accordance with the operational needs of the business and in the exercise of its discretion, the Employer may require employees to report to work on days customarily observed as contract holidays.

2. In such circumstances, the Employer shall determine the number of employees and shifts needed on that holiday and thereafter offer the available work for bid pursuant to the seniority principle set forth in Section 6 of the Agreement. The Employer may, in its sole discretion, schedule all full-time shifts or a combination of full-time and part-time shifts. It may not, however, only schedule part-time shifts.

3. Should the Employer desire to have part-time as well as full-time shifts on such contractual holidays, it may do so as long as the bids are alternated between part-time and full-time shifts as follows: the initial bid shall be for a part-time shift followed, as needed, by a full-time bid and alternating thereafter on the very same basis until manpower needs for holiday coverage have been fully satisfied.

4. For Good Friday, Yom Kippur, Day after Thanksgiving Day, and Christmas Eve Day, the Company may require employees to work those days. Employees, including those for whom the day(s) is a holiday, must work such dates. However, the Company may offer (but not force) additional floaters on such days.

5. The past practice regarding subsections E. 1., 2., 3. and 4. above, including employee's option to work and Impartial Chairman Stanley Aiges' interpretation (i.e., July 27 1994 award), shall continue to apply.

F. **Scheduling of Floating Holidays.**

1. Floating holidays shall be posted along with the annual posting of the vacation schedule. Floating holidays which are not bid shall be requested by the employee at least seventy-two (72) hours in advance. The floaters shall be scheduled by the Employer with due consideration for seniority and for maintaining efficiency of Company operations. The Company agrees that the Company will not block more than one (1) day per week at each terminal for floating holiday usage, except for weeks that have named Holidays and weeks during the peak season. In addition, the Company agrees that if there are regular bidded weekend routes (under the new straight time weekend work provision in Section 2.A.1) running in a terminal, it will not block Mondays in that terminal, except for weeks that have named Holidays and during the peak season. For purposes of this section, Peak season starts on the Monday after Thanksgiving and ends following the first Monday after New Year's Day.

2. All earned but unused floaters will be paid on April 1 of each year.

G. Any employee covered by this Agreement working three (3) days or nights in any seven (7) day period during which any of the listed holidays occur, but who does not elect to work on the holiday, nonetheless receives one (1) day's pay for the holiday. This shall apply if the holiday falls on Saturday or Sunday.

H. Employees who elect to work on an evening prior to a holiday and whose work ends on a holiday, shall work the hours necessary to complete that day's work at the regular rate of pay

and the regular overtime rate shall be paid thereafter until the regular starting time of the next day at which time the holiday hourly rate shall apply until he completes his work.

Employees who elect to work on a Saturday, Sunday or holiday evening and whose work ends on the following day, shall be paid at the Saturday, Sunday, or holiday rate until he has completed his work.

SECTION 15. VACATIONS

A. Full-time and Part-Time Employees

1. All full-time employees shall receive a minimum of ten (10) days of vacation to be paid at the rate of 80 hours for full-time employees . All full-time employees shall receive ten (10) days of vacation each year of employment for the employee's first four (4) years of employment. All full-time employees shall receive three (3) weeks of vacation upon the completion of five (5) years of employment, four (4) weeks of vacation upon the completion of twelve (12) years of employment and five (5) weeks of vacation upon the completion of twenty (20) years of employment. One (1) day of vacation pay shall equal 8 hours for a full-time employee. Vacation days will be awarded each April 1.

2. Part-time employees shall receive ten (10) days of vacation each year after one (1) full year of employment to be paid at the rate of 40 or 50 hours. One (1) day of vacation pay shall equal 4 or 5 hours for a part-time employee. Vacation days will be awarded each April 1.

3. The pay which an employee shall be entitled to receive for his vacation shall be determined as follows: one (1) week of vacation pay shall be forty (40) hours for a full-time employee and 20 or 25 hours for a part-time employee. Those hours shall be paid that the employee's current weekly rate, including premium shift and night shift differential pay, if applicable.

4. To qualify for a vacation, an employee must have been employed by the Employer for one (1), five (5) or twelve (12) or more years respectively prior to April 1 of the year in which the vacation is to be granted.

5. The qualifying periods for vacation shall be from April 1st of one year to March 31 of the successive year. (i.e., 2019 vacation allotment's qualifying period is from 4/1/18-3/31/19).

6. Employees shall be paid for all vacation time due according to the schedule listed herein. Full vacations (i.e., without pro-ration of any kind) shall be provided to such employees provided they have worked six (6) or more months (paid time off shall be deemed time worked hereunder) prior to the applicable April 1st vacation bid.

B. Employees With Less Than One (1) Year Of Service Prior To April 1 Bid.

Employees with less than one (1) year of service prior to April 1 of any given year, however, shall receive a prorated vacation based on the number of months employed from his hire date to April 1. In calculating such prorated vacation entitlement, employees hired between the 1st and the 14th of a month shall receive full credit for the month. Employees hired on or after the 15th of the month shall receive no credit for the month. Moreover, all partial and/or fractional vacation days shall be rounded to a whole number. If the fraction is .5 or above, the number will be rounded up; if the fraction is less than .5, it will be rounded down.

C. Employees With One (1) Or More Years Of Service Prior To April 1 Bid.

Full vacations (i.e., without pro-ration of any kind) shall be provided to all such employees, provided they have worked six (6) or more months (paid time off shall be deemed time worked hereunder) prior to the applicable April 1 vacation bid. If, however, such employees were absent from work in excess of six (6) months during the twelve (12) month period prior to the applicable

April 1 vacation bid, vacations shall be provided on a pro-rated basis in accordance with time actually worked during such period.

D. **Part-Time Employees Promoted To Full-Time During The Vacation Year.**

1. In the event a part-time employee is promoted to a full-time position during the annual vacation year, the employee shall be entitled to a vacation computed in accordance with the number of months spent in each capacity, as follows:

- a. Determine the total number of vacation days entitlement applicable to each month of employment as a part-time employee from April to the month of promotion and multiply each such month by .833;
- b. multiply such number by the employee's number of regularly scheduled hours; and
- c. perform the same calculation for the number of months as a full-time employee from the month of promotion to the end of the annual vacation year and multiply such number by eight (8) hours. The vacation entitlement is the total of the two calculations.

E. **Vacation Scheduling.**

1. The Company shall provide the Union with forty-five (45) days to bid vacations annually, but the bidding must be finished by April 1 of the then-current -year. The Company shall give preference to the senior employees. Further, The Company shall provide the Union with a 7% vacation buffer for vacation scheduling purposes. The Employer shall have the right to schedule the number of employees who shall receive vacations at a particular time. Vacations shall be scheduled on a year round basis by location and according to seniority and classification.

2. The vacation period for the eligible employees shall consist of consecutive days, provided that in the case of employees entitled to two (2) or more weeks' vacation the Employer may split the vacation into separate one week periods with the consent of the eligible employee.

3. The Employer may not change the time of an employee's vacation once scheduled, except by mutual consent.

F. **Vacations Coinciding With Holidays.**

Where any of the contractual holidays to which the employee is entitled occur during the employee's vacation period, that holiday shall be converted to a floater holiday, subject to the rules set forth in Section 14.

G. **Emergency Staffing During An Employee's Vacation.**

If, in the event the Employer claims a manpower shortage has developed, employees may agree to work during their vacation period and such employee shall receive, in addition to his earnings for that week, the pay to which he would have been entitled had he been on vacation or, upon agreement, reschedule his vacation period. Moreover, no employee on vacation may bid for a Saturday shift. However, once all employee resources have been exhausted (not to exceed the hours for which such employees submitted their bid) such employee may be called in for the Saturday work due to an employee shortfall.

H. **Timing of Vacation Payments.**

1. Vacation shall be paid to the eligible employee before he starts his vacation.
2. In the event an employee severs his employment with the Employer for any reason, the employee shall receive all vacation pay due within two (2) weeks after the employee's termination.

3. In case of death of an employee, the vacation pay due such an employee shall be paid to the employee's estate within two (2) weeks after receipt of his death certificate.

SECTION 16. FUNERAL/BEREAVEMENT LEAVE

1. In case of a death in the employee's immediate family, defined as current spouse, domestic partner, mother, father, sister, brother, children, step-children (providing persons in such relationship were raised in the same home and have continued as an active family relationship) grandchild, mother-in-law, father-in-law, or grandparent, the Employer shall grant such employee three (3) working days off with pay for funeral/bereavement leave.

2. In the case of a death in the employee's extended family, defined as step-parents, sister-in-law, brother-in-law, step-sisters, step-brothers, step-grandparents, step-grandchildren and legal guardian relationships, the Company shall grant such employee one (1) working day off with pay for funeral/bereavement leave.

3. The funeral/bereavement leave provided in Section 1 and Section 2 above, must be taken within one year after the death, or it is waived. A death certificate or other proof of death shall be submitted to the Employer, upon request.

4. Should an employee require additional time off from work in connection with a funeral/bereavement leave as provided in Section 1 and/or Section 2 above, the employee may request to use floating holidays or vacation time. Such requests shall not unreasonably be withheld.

5. An employee shall not be entitled to funeral/bereavement leave for a covered death that occurs when the employee is on a leave of absence, in layoff status, on workers compensation or otherwise not actively at work for the Employer.

SECTION 17. **SICK LEAVE**

A. **Annual Sick Day Allotment.**

1. Each employee shall be entitled to receive paid sick days on January 1 of each calendar year based upon his length of service with the Employer, as follows:

<u>Years of Employer Seniority As of January 1</u>	<u>Number Of Sick Days</u>
Up to one (1) year	6
More than one (1) but less than two (2) years	7
Two (2) or more years but less than ten (10) years	8
Ten (10) or more years	10
Twenty (20) or more years (for Employees Hired Prior to 9/1/88 and Tier 1 employees as defined above)	11

Notwithstanding the provisions of paragraph A.1, above, employees hired prior to September 1, 1988 or those Tier 1 employees as defined above shall be entitled to receive paid sick days on September 1 of each calendar year.

2. The maximum amount of sick leave for part-time employees is 8 days.

3. Payment of sick leave for a full-time employee shall not exceed eight (8) hours per day and sick leave pay for a part-time employee shall not exceed five (5) hours per day.

4. The Employer may require verification of employee's eligibility for sick pay. Sick leave shall be payable from first (1st) day of illness. If an employee misses four (4) or more consecutive days of work, he/she must provide (on the day he/she returns) management with medical documentation (i.e. a doctor's note) substantiating the illness. As an example, if an employee misses four (4) consecutive days of work due to an alleged illness, when he/she returns on the fifth (5th) day, he/she must provide management with medical documentation (i.e. a doctor's note) excusing the



missed time. An employee may not return to work until the Doctor's note has been provided. Elapsed days following the date that an employee fails to present a note shall be considered additional sick days (if an employee has sick days available) and, if no sick days are available, shall be treated as unpaid days off.

B. Payout of Unused Sick Leave.

1. To be eligible for payout of unused sick days, the employee must have worked ninety (90) days during the year and the employee must have remained on the seniority roster (active or inactive) for the complete calendar year. This means that employees who do not complete the entire year due to the termination of their employment for any reason are not entitled to the payout of their unused sick days upon such termination. The ninety (90) day work and one year seniority roster requirements do not cover those employees hired prior to September 1, 1988 or those Tier 1 employees as defined above.

2. Earned but unused sick leave shall be paid within two (2) weeks following each full calendar year, or at the time the employee severs his employment for any reason. There shall be no pro-rating of sick leave, except as provided in Paragraph C. below.

C. Pro-ration of Sick Leave for Employees who are not Tier 1 Employees as defined above.

In the event a full-time employee regularly working (8) hours per day bids to a part-time position regularly working four (4) or five (5) hours per day, or vice versa, such employee shall have his sick leave benefit in the year of transfer prorated on the basis of the number of complete months (or majority thereof) worked in each such status.

D. Sick Leave Hours For Unit Employees For Use In The Calendar Year In Which Employee Was Hired.

During the initial year of employment, non-probationary full-time employees shall receive sick leave hours, as set forth below:



Month In Which Employee Successfully
Completes Probationary Period Of Hire

Sick Day Entitlement (Following
Probationary Period To December 31st)

January-April	6 days
May-July	5 days
August-September	4 days
October	3 days
November	2 days
December	1 day

Non-probationary part-time employees shall receive sick leave days prorated in accordance with their regular scheduled straight-time work week hours.

E. Waiver of Applicable Sick Leave Acts and Ordinances.

On behalf of itself and all of its members covered by this Agreement, the Union waives any and all rights under: the New York State Paid Sick Leave Law, N.Y. Lab. Law § 196(b), the New York City Earned Sick Time Act, NYC Admin. Code §20-911 et seq, as amended; the New Jersey Paid Sick Leave Act, A-1827, as amended; the Connecticut Paid Sick Leave Statute, §§ 31-57r - 31-57w, as amended; and any other applicable ordinances in effect as of the signing of this Agreement. The parties agree that the benefits provided herein, including the sick leave benefits, are comparable to the requirements outlined in Section 196(b) of the New York State Paid Sick Leave Law, the New York City Earned Sick Time Act, the New Jersey Paid Sick Leave Act and the Connecticut Paid Sick Leave Statute. Further, the parties agree to meet and discuss and any future Federal, State or local sick leave ordinances or Acts that may be deemed applicable to the bargaining unit and whose effective date would apply during the term of this Agreement. Where any such future ordinances/acts provide that they shall not be applicable during the term of this Agreement or during the term of an existing collective bargaining agreement, the parties shall discuss such issues in renewal negotiations at the expiration of this Agreement.

SECTION 18. JURY DUTY

Employees required to report for jury duty shall receive the difference in their regular daily

rate of pay and their jury pay up to but not in excess of thirty (30) days (i.e., up to 240 hours for a full-time employee and up to 150 hours for a part-time employee).

When such employees report for jury service on a scheduled workday, they will not unreasonably be required to report for work that day.

Time spent on jury service will be considered time worked for purposes of Employer contributions to Health & Welfare and Pension plans, vacation eligibility and payment, holidays and seniority, in accordance with the applicable provisions of this Agreement to a maximum of thirty (30) days for each contract year.

SECTION 19. NO STRIKE-NO LOCKOUT

A. Except as otherwise expressly provided herein, the Union, on behalf of itself, its officers, Executive Board members, trustees, stewards, agents, representatives and members, and the Employer, on behalf of itself, its officers, management and supervisory personnel, representatives and agents, mutually warrant, guarantee and promise that during the term of this Agreement and any extension thereof there shall be no lockouts and no strikes of whatsoever kind or nature, work stoppages, slowdowns, walkouts, sit-downs, tie-ups, sick-outs, concerted refusals to perform customary work duties during the regular work shift and/or on an overtime basis, picketing, boycotting and/or any other activity or conduct which interferes with the Employer's business operations, concerning matters, issues, disputes, controversies, problems or grievances properly subject to and encompassed by the Grievance and Arbitration machinery of this Agreement.

B. It shall not be a violation of this Agreement, and it shall not be cause for discharge, disciplinary action or permanent replacement in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line sanctioned by the Union, including a primary picket line of the Union party to this

Agreement, and including primary picket lines at the Employer's places of business. In such circumstances, the Employer may exercise its lawful rights to get the work done.

C. It shall not be a violation of this Agreement and it shall not be cause for discharge, disciplinary action, or permanent replacement if any employee refuses to perform any service which his/her Employer undertakes to perform as an ally of an Employer or person whose employees are on strike, and which service, but for such strikes, would be performed by the employees of the Employer, or person on strike.

D. The Union shall not be held responsible or liable for damages resulting from any conduct or acts of individuals in violation of the provisions of Paragraph A. of this Section, provided the Union, acting by and through its officers, Executive Board, members, trustees, stewards, agents and representatives, has not authorized, approved, sanctioned, ratified, condoned or in any way acquiesced in such unlawful conduct. Indeed, upon notification that individuals are engaging in conduct prohibited by Paragraph A., above, the Union shall promptly undertake every reasonable means at its disposal to effectuate the cessation of such unlawful activity. The Union shall not be required to purchase air time on radio or television in order to fulfill its responsibilities hereunder.

E. Failure of either party to this Agreement to comply with a decision and award of the arbitrator within ten (10) work days after the issuance thereof will remove the restrictions against economic recourse set forth in Paragraph A. above by the other party hereto.

SECTION 20. GRIEVANCE AND ARBITRATION PROCEDURES

A. All complaints, disputes, controversies, differences, arguments, problems, and grievances (hereinafter collectively called "grievances") by and between the Union and the Employer and/or between unit employees and the Employer as to the interpretation, application, meaning, import, performance or compliance with the provisions of this Agreement or involving,

directly or indirectly, any act, conduct or relations between the parties hereto shall be adjusted and settled solely and exclusively in the following manner:

STEP 1: Any employee or group of employees having a grievance shall present same immediately to the Employer's District or Station Manager, in writing, indicating the nature of the grievance and the remedy sought. The written grievance shall be submitted to the Employer's District or Station Manager within ten (10) days after the employee(s) should reasonably have been aware of the facts or circumstances constituting the grievance, whichever is later. Grievances pertaining to an employee's suspension or discharge must be submitted to the Employer's District or Station Manager within five (5) days after receipt by the employee of written notification of suspension or discharge. Within five (5) days after the submission of the written grievance in Step 2, the Steward together with the grievant(s) (not to exceed a total of 3 at any one time) shall meet with the Employer's District or Station Manager in an effort to adjust the grievance. The Employer's District or Station Manager shall answer the grievance in writing within three (3) days of the meeting.

STEP 2: If the grievance is not satisfactorily adjusted in Step 1, it may be presented to the Employer's Regional Field Services Manager or designee for resolution. The written grievance must be submitted to the Employer's Regional Field Services Manager or his designee within five (5) days after receipt of the District or Station Manager's Step 1 denial. Within ten (10) days after the submission of the written grievance in Step 2, the Union Business Representative(s) or his designee shall meet with the Employer's Regional Field Services Manager or designee in an earnest effort to adjust the grievance. The parties shall make every effort to schedule Step 2 hearings at a reasonable time so that the steward can complete his work day within eight (8) hours. The

Employer's Regional Field Services Manager or his designee shall submit a written answer to the grievance within five (5) days after the meeting.

STEP 3: If the grievance is not satisfactorily adjusted in Step 2, the Union may submit the grievance to an arbitrator, hereinafter designated, for binding and final resolution. To be timely filed, the Union's demand for arbitration shall be submitted to Arbitration within twenty one (21) calendar days after receipt of the Regional Field Services Manager's Step 2 denial.

B. **Expedited Arbitration.**

Grievances or disputes involving alleged violations of Section 19 (No Strike-No Lockout) of this Agreement shall bypass the preliminary steps and be submitted directly to Step 3 for immediate resolution without time limits or other restrictions. In addition, the Union may submit any and all timely filed grievances involving the discharge of a steward or a violation or alleged violation of Section 2.B.1 and/or Section 2.B.2 directly to arbitration, as it deems appropriate.

C. **Time Frame.**

The time periods and limits provided herein shall not include Sundays or contractual holidays. Such time periods may be extended only by the mutual agreement of the Employer and the Union. Accordingly, the failure of the aggrieved employee(s) or the Union to file a grievance initially, to process a grievance in any of the steps in the grievance procedure, and/or to submit the grievance to arbitration in accordance with the express time limits herein shall automatically constitute a waiver of the grievance and bar all further action thereon. The failure of the Employer to so respond or meet within the foregoing time limits, however, shall not constitute or be deemed to constitute an acceptance of the grievance or acquiescence thereto. In such cases, the Union may simply proceed to the next step in the Grievance and Arbitration Procedure without time restrictions.

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D. The Employer and the Union hereby designate Melissa Biren to serve as arbitrator for the term of this Agreement and any extension thereto. However, the parties may by mutual agreement (exchanged in email by counsel to the parties) utilize the services of Stanley Aiges, who is in semi-retirement but who has previously served as contract arbitrator for more than 30 years, for any matter in lieu of utilizing Arbitrator Biren for such particular matter. Should Arbitrator Biren resign, refuse to act, be incapable of acting, or die, the Employer and the Union shall immediately (not to exceed ten (10) days from the resignation, refusal to act, incapacity or death) designate another person to serve as arbitrator. If they fail to mutually agree upon a designation, grievances requiring arbitral resolution after the exhaustion of the grievance procedure shall be submitted to the American Arbitration Association pursuant to and in accordance with the Rules of the Association.

E. **Limits on Arbitrator's Power.**

1. The arbitrator shall interpret this Agreement in connection with the issues properly presented to him for resolution consistent with the terms of this Agreement. He does not have the authority or power to add to, delete from, disregard, or alter any of the provisions of this Agreement or supplements or addenda made a part hereof. However, within the foregoing limitations the arbitrator may make such decision or award or deposition of a grievance as he deems just, fair, and equitable and which, in addition to awarding any sum of money or damages or other relief, and may contain provisions commencing, enjoining or restraining acts of conduct.

2. In any arbitration of a grievance involving the discipline, suspension or discharge of an employee, an arbitrator shall be empowered to sustain or deny the grievance in whole or in part, and may award or deny reinstatement with or without back pay. In any event, should the arbitrator sustain a grievance involving the suspension or discharge of an employee, any award of back pay shall be offset and reduced by any interim earnings collected by the grievant. Moreover, all

terminated employees shall make a reasonable attempt to mitigate damages. Accordingly, an arbitrator shall adjust the amount of back pay, if any, and/or deny a back pay remedy altogether, in direct proportion to a grievant's mitigation efforts.

F. **Cost of Arbitration.**

The cost of an arbitration proceeding shall be borne equally by the parties. The Company shall make whole the steward for any time lost to attend a Step 3 hearing and/or arbitration proceeding, not to exceed his daily guarantee. The Employer shall not be responsible for the payment of wages to Union witnesses who appear at an arbitration.

G. **Payment of Grievance.**

If after twenty-one (21) days from the conclusion of a grievance the grievant has not been paid money owed (if monies are owed), the Company shall incur a penalty equivalent to eight (8) hours of pay. Following the twenty-one (21) days, the Company will incur an additional eight (8) hour penalty every seven (7) days the payment to the grievant remains outstanding, providing that the Union provides the Company with prompt notice of said violation after the twenty-one (21) day period. The Union is required to provide the Company with only one notice after the twenty-one (21) day period.

SECTION 21. FEDERAL AND STATE LAWS

A. The Employer shall provide workers' compensation coverage, as required by state law, and make all Social Security and Unemployment Insurance contributions required by federal and state law.

B. The Employer agrees to promptly address on-the-job injury claims. An employee who is injured on the job and is sent home, to a hospital, or who must otherwise obtain medical attention, shall receive pay at the applicable hourly rate for the balance of his regular shift on that

day. An employee who has returned to his regular duties after sustaining a compensable injury who is required by the workers' compensation doctor to receive additional medical treatment during his regularly scheduled working hours shall receive his regular hourly pay for such time.

C. If an employee sustains an occupational illness or injury while away from his terminal, the Employer shall provide transportation by bus, train, plane or automobile to his terminal if and when directed by a doctor. If an employee is injured locally, the Employer shall provide him transportation from the job to a medical facility, if required, and then return him to the job or to his home. In the event of a fatality arising during the course of an employee's employment while he is away from his terminal, the Employer shall return the deceased to his home.

D. The Employer shall not require employees to drive any vehicle that is not in a safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement when an employee refuses to operate unsafe equipment. All equipment which is not mechanically sound or properly equipped shall be appropriately tagged so that it cannot be used by other drivers until a qualified mechanic has addressed the issue. After equipment is repaired, the Employer shall place on such equipment an "OK" in a conspicuous place so the driver can see same. Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property or in violation of any applicable statute or court order or in violation of any government regulation relating to safety of person or equipment. Employees shall immediately report all equipment defects. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, of which one copy is to be given to the employee and a copy to the Union.

E. Any employee involved in an accident shall immediately report said accident and any physical injury sustained to their immediate supervisor. When required by the Employer, the

employee shall fill out a written accident report on forms furnished by the Employer and, in addition, he shall turn in all available names and addresses of witnesses to the accident. The employee and the Union shall receive a copy of the accident report that he submits to his Employer.

F. Trucks must have a heater, defroster and windows that are in good working condition. No employee may be required to use a truck without a working heater when outside temperature is below 40 degrees Fahrenheit. In making this determination, wind chill shall not be considered.

G. Garages or terminals of the Employer must provide sanitary conditions for the employees covered by this Agreement.

SECTION 22. **ARMED FORCES**

A. The employment rights of employees covered by this Agreement who become engaged in service in any branch of the United States military, state militia, or National Guard shall be governed by the Uniformed Services Employment and Reemployment Rights Act ("USERRA").

SECTION 23. **COMPANY RULES**

The Employer may establish such reasonable rules as it deems necessary or desirable to supplement the rules set forth in Appendix "D," provided that such rules do not conflict with the express terms and conditions of this Agreement. A copy of all such Company rules shall be provided to the Union prior to implementation. Unless otherwise mutually agreed by the Employer and the Union, a Company rule shall not be changed without prior approval of the Union. The Employer and the Union will discuss changes to these rules for up to thirty (30) calendar days. Any and all unresolved disputes or grievances regarding the propriety or reasonableness of a Company rule, change or addition following the expiration of the thirty (30) day discussion period, or sooner by mutual agreement of the parties, shall be submitted to arbitration for resolution.

SECTION 24. **MAINTENANCE OF STANDARDS**

The Employer agrees that all conditions of employment in its individual operation relating to

wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest standards in effect, provided they are not inconsistent with the express terms of this Collective Bargaining Agreement. This clause shall become null and void as of the date this Agreement expires.

SECTION 25. APPLICANTS FOR EMPLOYMENT AND PROBATIONARY PERIOD

A. It is the parties' stated intent to cooperate in securing competent employees whenever a vacancy occurs in the unit, or if the number of unit employees must be increased. To that end, the Employer will give the Local Union seventy-two (72) hour notice of such openings or vacancies. The Employer shall give due and fair consideration to all applicants for employment referred by the Local Union. It is understood and agreed, however, that the selection and/or rejection of applicants shall remain exclusively with the Employer.

B. All employees within the unit covered by this Agreement who are hired on or after the effective date hereof, shall be subject to a probationary period for thirty (30) regularly scheduled work days commencing with the first day on which the probationary employee regularly performs work for the Employer. Days lost from work for any reason during the probationary period shall not be considered in computing such time period.

C. Seniority shall not accrue during the probationary period. Upon the successful completion of the probationary period, however, an employee's seniority shall relate back to and be calculated from his date of hire.

D. During the probationary period, an employee may be terminated without further recourse; provided, however, the Employer may not terminate an employee for the purpose of evading the Agreement or discriminating against Union members. A probationary employee who is terminated by the Employer during the probationary period and works again at any time during the

next full twelve (12) months at any of the Company's locations within the jurisdiction of the Local Union covering a terminal where he first worked, except in those jurisdictions where the Local Union maintains a hiring hall, or referral system, shall be added to the regular seniority list with a seniority date as of the date that person subsequently worked.

E. Unless otherwise expressly provided herein, probationary employees shall not be entitled to any of the fringe benefits set forth in this Agreement during their period of probationary employment and there shall be no retroactive payment for same upon the successful completion of such period. Such probationary employees, however, shall be paid the contractual minimum wage rate for the classification in which they are placed.

SECTION 26. DWI/DUI POLICY AND PROCEDURE

The following policy and procedure in connection with DUI/DWI citations for off-duty misconduct shall be fully complied with by all unit personnel during the life of this Agreement and all extensions thereof.

A. The driver must notify his supervisor in writing that he has received a DUI/DWI citation. Failure to notify the supervisor when he has received the citation will result in discharge when discovered.

B. The driver will be permitted to continue driving for as long as his license is valid and we can randomly test for alcohol during that period while the summons is adjudicated.

C. If (when) the driver loses his license, he will be suspended from work for a period equal to the length of time his license is revoked for the DUI/DWI conviction. The employee must make suitable arrangements for self-payment of health and welfare and pension payments during the period of suspension.

D. If the driver fails to complete all the terms of his sentence and therefore has his license revoked longer, he is discharged.

E. If (when) the driver satisfies all the terms of his sentence for DUI/DWI and has his license reinstated, then he will be reinstated to a driver's job (i.e., full-time driver to full-time driver position, part-time driver to part-time driver position) at the terminal he last worked with his seniority rights.

F. The Company may replace such vacant full-time position with a temporary upgraded part-time employee for this purpose only, such employee will return to their prior start time and status when the full-time driver has satisfied all terms of his sentence.

G. This is a "one-time" benefit only. If at any time thereafter the driver is again guilty of an off-the-job DUI/DWI conviction, he is discharged.

H. This whole agreement is for a DUI/DWI where alcohol is the intoxicant. This does not apply where the intoxicant is an illegal substance (where discharge is the penalty).

I. If the driver fails to accept the first job that is available at the terminal in which he last worked, the driver is discharged.

SECTION 27. FAMILY AND MEDICAL LEAVE ACT

The Company will comply with the requirements of the Family and Medical Leave Act ("FMLA"), as follows: The twelve (12) week unpaid FMLA leave shall be provided to unit employees with one (1) or more years of service who have worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) month period immediately preceding the commencement date of this leave (i.e., a rolling twelve (12) month period). Employees must exhaust/use all sick days and floating holidays while on Family Medical Leave unless the employee is receiving workers compensation benefits and/or disability benefits while on Family Medical Leave. Any floating holidays used as FMLA due to the above, and which were already bid on the vacation/holiday calendar, will be opened up for additional floating holiday bids.

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SECTION 28. NON-DISCRIMINATION AND ANTI-HARASSMENT POLICIES

A. Non-Discrimination.

1. The Employer agrees not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's membership in any class protected by applicable federal, state or local law, including, but not limited to, his race, color, religion, sex, sexual preference, national origin, age, handicap or mental or physical disability as provided in the Americans with Disabilities Act ("ADA") or applicable state or local law. Further, the Employer agrees that it will not limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of his membership in any class protected by applicable federal, state or local law, including, but not limited to, his race, color, religion, sex, sexual preference, national origin, age, handicap, or mental or physical disability as provided in the ADA or applicable federal, state, or local law. It is expressly understood and agreed that notwithstanding anything contained in this Agreement to the contrary, the Employer may take any and all actions necessary to comply fully with the provisions of the ADA, Family and Medical Leave Act, or applicable federal, state, or local law.

2. The Employer agrees that it will not discriminate against any employee because of his membership in the Union or because of any employee's lawful activity and/or support of the Union.

3. Whenever any words are used in this Agreement in the masculine gender, they shall be construed as if they were also used in the feminine gender.

B. Complaint Procedure.

1. Sexual harassment, as herein defined, is a violation of the law, as well as harassment or discrimination on the basis of any other protected characteristic, will not be tolerated or condoned by either party. Sexual harassment is defined as: (i) any unwelcome sexual advances,

requests or demands for sexual favors; or, (ii) any statements or actions of a sexual nature which create a hostile working environment for an individual employee/reasonable person. This includes such actions by managers, supervisors, co-employees, union officials, and third parties. Other prohibited harassment is defined as: (i) verbal conduct such as making or using derogatory comments, threats, epithets, slurs, explicit or offensive jokes, or comments about characteristics related to one's legally protected status; (ii) visual conduct such as gestures or the display or dissemination of derogatory objects, pictures, articles, drawings, cartoons, letters, notes, invitations, photographs or posters; and (iii) offensive physical conduct such as assault, unwanted touching, or impeding or blocking normal movements. A copy of this Article shall be posted at a conspicuous place in each covered facility.

2. **Procedure:** An employee who believes that he has been the victim of harassment or discrimination shall promptly report the complaint to the Company, so the Company can discharge its legal responsibility to investigate and resolve it. In doing so, the employee may report the complaint to local management or to Director of Human Resources, at the employee's election. If the employee prefers to make the report to someone of the same gender, then that will be arranged.

3. **Investigation:** When the Company receives a complaint of harassment or discrimination, it shall promptly investigate it, taking into consideration the rights of all parties, including the individual accused of harassment or discrimination. If the accused is a co-employee, and is compelled to attend an investigatory meeting which he reasonably believes may lead to discipline, the accused co-employee may request Union representation at that meeting, consistent with Weingarten.

4. **Discipline:** If the investigation finds that there was harassment or discrimination, the Company will impose appropriate discipline, up to and including discharge.

5. **Non-Retaliation**: No employee may retaliate against another employee who has filed a charge of harassment or discrimination. If the investigation finds that there was retaliation, such a finding shall be an independent ground for discipline, up to and including discharge.

6. **Confidentiality**: The complaint, investigation and resolution will be handled with as much confidentiality and discretion as the situation permits, consistent with the Company's legal duty to investigate and resolve the matter.

7. **Monitoring**: To ensure the continued effectiveness of this policy, the Employer agrees to provide on-going training and education and will monitor the effectiveness of the program.

SECTION 29. INVESTIGATORY INTERVIEWS OF UNIT EMPLOYEES BY MANAGEMENT AND SUPERVISION

A. In the event an employee is required to attend an investigatory interview with a supervisor or other management official which he reasonably believes will result in disciplinary action, the steward at the terminal location in which the employee is employed may be present and participate at such investigatory interview, if requested by the employee, under the following conditions:

1. The steward may consult with the employee, assist him in presenting or clarifying facts and/or otherwise submit evidence or suggest further witnesses to interview.

2. The steward, however, may not interfere with the Employer's interview of the employees. In this regard, it is expressly understood and agreed that the Employer has no obligation to bargain with the steward during such interview and that the employee shall answer personally all relevant and material questions posed to him by the Employer.

3. If no steward is available, the employee shall be afforded the opportunity to telephone the Union's Business Representative who, in turn, may attend the investigatory interview in place of the absent steward or, in lieu thereof, the Union Representative shall designate another

bargaining unit employee as an official Union representative. The Employer shall have no right to designate the designee for the Union Representative. It is understood and agreed, that if no steward is available and the Business Agent is unreachable by telephone, the interview shall not take place until either the steward is present or the Business Representative is contacted. It is further understood and agreed that if the steward or Business Representative refuse to participate in the interview, or if the Business Representative refuses to designate an available employee to serve as the affected employee's representative, the right to representation shall be waived and the Employer may proceed with the interview in the absence of the steward and/or Business Representative.

4. The principal purpose of an investigatory interview is to enable the parties to conduct a just and thorough investigation of the incident in question, at the earliest possible stage, thereby ensuring that there is no miscarriage of justice. Under no circumstances will it be used to violate the Weingarten rights of the employees.

SECTION 30. **LEAVES OF ABSENCE FOR UNION ACTIVITY**

The Employer shall grant an unpaid leave of absence to an employee when he is elected or appointed as a full-time officer or business agent of the Union. During that leave of absence, the employee shall maintain and accumulate seniority. At the conclusion of that leave of absence, he shall be entitled to re-employment, provided he remains a member in good standing in the Union, as defined by Federal law, and/or has not violated the provisions of Appendix "D", Section III.A(1)(g), of this Agreement.

SECTION 31. **WALKER STATIONS**

1. The parties agree that the WTC and TSS are satellite stations that are covered by this Agreement and governed by this Agreement. In addition, the couriers who deliver from the WTC and/or the TSS satellite stations are Local 295 members under this Agreement and are governed by



this Agreement.

2. From TSS, couriers on foot will deliver letters and express packs to customers in the ZYP footprint in the following zip codes: 10016, 10017, 10020, 10022, 10019, 10036 and all vanity zip codes within those zip codes. From WTC, couriers on foot will deliver letters and express packs to customers in the ZYP footprint in the same zip codes that they are currently covering.

3. The deliveries referenced in paragraph (2) above shall be made by part time bargaining unit members who shall remain on the ZYP seniority list. These part-time couriers will deliver letters in a bag provided by the Company and will not use any mechanical devices such as bikes, carts or vehicles. The total weight of all deliveries for any one courier will not exceed 25 to 50 pounds depending on weather, distance etc.

4. The number of part-time couriers at TSS will not exceed 25. The number of part-time couriers at WTC will not exceed 15. The freight will be delivered by ZYP full-time shuttle drivers who will pick up freight at EWR and JFK and bring it to the satellites where it may be sorted and distributed to the couriers.

5. The part-time couriers assigned to work at the satellite stations shall report Monday through Friday. The shift start time will be 10:30 or earlier. The Company reserves the right to adjust start times pursuant to the slide language in the Agreement. They shall report to the satellite, and not ZYP and their punch in/out shall be tracked through scanners. The full-time shuttle drivers shall punch in and out at the ZYP station.

6. The part-time couriers assigned to WTC and TSS shall be permitted to use public transportation (subways) to complete their work. The cost of using any public transportation shall be paid by the Company and shall not result in any cost to the part-time courier. The use of public transportation shall only be used inside the agreed upon footprint of each station and shall not be

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used to expand the footprint.

7. ZYP management shall seek volunteers for the satellite positions, however, if there are not sufficient volunteers, the work shall be assigned in reverse seniority order.

8. Replacements for vacations, sick and floating holidays will be filled in the same manner as the paragraph above from the part-time workforce on duty at the time. Any overtime work at TSS and WTC shall be offered to the ZYP seniority list as per the Agreement.

9. Any new part-time positions at ZYP will be offered to the entire ZYP seniority list which includes the TSS and WTC couriers.

10. The part-time couriers shall perform deliveries only from the satellite stations and will not be dispatched pick-ups, however, they can accept pick-ups while making a delivery within the same weight and size restrictions set forth above. The ZYP station will continue to perform deliveries of all freight in its current footprint other than the am sort letters to be delivered by the couriers working from the satellite station.

11. No full-time or part-time positions at ZYP will be reduced as a result of part-time walking couriers at WTC and/or TSS.

SECTION 32. MISCELLANEOUS

A. The Company and Union agree, that except for those positions that require it and those drivers that choose to maintain a CDL A or B license, the CDL requirement for all employees covered by this Agreement is eliminated.

Within two weeks of this Agreement, and once a year thereafter at the first bid each calendar year, each courier will be given the opportunity to sign a list requesting to be considered for opportunities to drive a vehicle requiring a CDL A or CDL B license (other contractual provisions such as full-time only for CDL A work will prevail). The list shall clearly advise the applicable

courier that by signing the list, the courier is agreeing to remain in the random drug testing pool. Any courier who chooses not to sign the list will not be in the random drug testing pool and shall not be eligible for work opportunities requiring them to drive a CDL A or CDL B required vehicle regardless of whether or not they hold a CDL A or B license.

The only time couriers may make this selection is during the first bidding process each year. If a courier chooses to be on the list, he or she may then subsequently decide not to renew the CDL (but this shall not apply to employees in a bidded CDL required position). In the case of employees who do not renew their CDL, the courier will simply be removed from the list. Overtime opportunities will go first to those drivers in bidded CDL A or CDL B positions in seniority order and then if the work is still not covered, it will go to the station list in seniority order.

All current and future employees covered by this Agreement who do hold a CDL may be entitled to "premium" pay as outlined in Section 1.D, when performing CDL A or CDL B work. Any employee that bids or transfers into a CDL A or B position shall remain in that position for not less than one year.

B. The Company and Union agree that all employees covered by this Agreement shall be subject to DOT required medical examinations.

C. The Company may introduce or eliminate leads at each PUD facility, as determined by management. No part-time employees shall be appointed as leads.

D. The Company will continue its current practice whereby drivers are permitted to assist the ramp operations at JFK and EWR, if so requested by the Company.

E. If the Company requires that an employee obtain a Hazmat or additional endorsements, the employee shall be required to pay for such endorsements, and the Company shall, upon completion of certification, pay that employee the one time sum of two hundred fifty (\$250.00)

dollars. In addition, the Company shall add a notation to bid positions which require Hazmat licenses. There will be no premium pay for Hazmat license holders.

F. If the Company requires (senior may, junior must) that an employee obtain a commercial driver's license or additional endorsements, the Company shall be required to reimburse the employee for the cost of such CDL and endorsements, and the Company shall, upon completion of certification, reimburse the employee for the actual out-of-pocket cost of the training course that was provided by a driving school that has been selected and approved in advance by the Company.

G. Employees facing termination for long-term absences exceeding eighteen (18) months in connection with a work related injury, or exceed one (1) year in connection with a non-work related injury or illness, shall receive communication in a form to be agreed to by the parties notifying the employee he will be subject to termination for such absence and advising the employee of a procedure whereby he may request, upon proper proof of hardship, an extension of such period. For absences due to a work related injury, the communication shall be sent after sixteen (16) months of absence; for absences due to non-work related injuries or illnesses, the communication shall be sent after ten (10) months of absence.

H. **Use of Electronic Devices To Monitor Employee Work Activity & Vehicle Based Video Cameras and Audio.**

Employees are provided by the Employer with an increasingly sophisticated set of equipment, vehicles and other devices with which to perform their job functions. Employees do not have any expectation of privacy with the regard to the use of such equipment, vehicles and other devices. This information may include, but is not limited to, computer tracking devices in vehicles (commonly known as "Black Boxes"), information stored on computers, records from Company-issued cell phones and two-way radios, and information generated by GPS (Global Positioning System) Devices. However, the Employer may not use such devices as the sole basis for discipline

and may instead use it as part of the basis for such discipline. This provision does not relate to the use of video in vehicles.

The Employer shall not install or use video cameras in areas of the Employer's premises that violate the employee's right to privacy such as in bathrooms or places where employees change clothing or provide drug or alcohol testing specimens.

All vehicles may be equipped with cameras. For the duration of this Agreement, any audio recording functionality and driver-facing cameras (including their driver recording and monitoring functionality) will be disabled and rendered inoperable to prevent recording and monitoring of in-vehicle activities.

The Employer may not use vehicle based video cameras or audio to discipline or discharge an employee for reasons other than theft of property or physical violence or safety violations resulting in a Category A, paragraph xiv incident. If the information on the video tape is to be used to discipline or discharge an employee, the Employer must provide the Local Union, prior to the hearing, an opportunity to review the video tape used by the Employer to support the discipline or discharge.

I. **Light Duty.**

The Company shall be required to discuss with the Union any changes/revisions to its existing "Light Duty" program. Such program may be changed upon thirty (30) days advance notice to and the consent of the Union, which shall not unreasonably be withheld.

J. **Amnesty.**

All disciplinary steps pursuant to discipline and attendance violations issued prior to January 26, 2024—shall be rescinded except for the following:

1. Existing terminations as of January 26, 2024

2. All last chance letters (providing for reinstatement on condition that the employee commits no further offenses).
3. Any discipline related to theft, drugs, or alcohol.
- 4.. All arbitration awards.
- 5.. Employees in violation of long-term absence rule in Section 6, paragraphs G.F.(g),(h) and Section 31, paragraph A.

K. **Motor Carrier Safety Improvement Act Violations.**

1. For the drivers maintaining a CDL A or CDL B in order to perform CDL A or CDL B work, the parties acknowledge that the following rules shall apply to the suspension of a driver's CDL pursuant to the DOT's Motor Carrier Safety Improvement Act of 1999 (MCSIA).

- a. In the event an employee receives a CDL license suspension because of the MCSIA regulations, the Company shall, after such employee's CDL is restored, reinstate the employee to the position of seniority held prior to the suspension, so long as the suspension does not exceed two (2) years.
- b. During the period of a suspension, an employee shall not accrue time or receive contributions for benefits, but will retain the level of seniority earned up to the time of the disciplinary action.
- c. The Company will make every reasonable attempt to get the impacted employee back to his original domicile location and employment status at the end of his suspension.
- d. Violations classified as Category "A" Serious Offenses under the Company's Work Rules (Appendix D) will not be affected by this provision on MCSIA violations.
- e. The Employee may return prior to the end of the suspension if he/she has successfully bided on a non CDL license position.

L. **DECAP.**

2. Employees who have been employed with the Company for sixty (60) days or more, may enroll in the Dependent Care Account Plan, if such plan is established and maintained by the Company, and subject to IRS regulations.

3. A copy of the Company's Dependent Care Account Plan document will be provided to the Union. However, it is the responsibility of all parties to stay abreast of pertinent IRS regulations, as they develop.

M. The Company will work with the Union to permit employees to take loans out against the employee's 401(k) account and to permit repayment through payroll deductions.

N. **DHL Express Tuition Reimbursement Program.**

The Company shall allow all unit employees to participate in the Company's tuition reimbursement program only to the extent it maintains such program for non-unit employees.

O. **IBT 401(k) Plan.**

The Company will agree to allow all unit employees to participate in the Teamsters' 401(k) plan.

P. **Employee Stock Purchase Plan.**

The Employer does not presently provide an Employee Stock Purchase Plan for any of its employees. If, however, the Employer or its parent company establish such a plan during the term of this Agreement for and on behalf of all unrepresented employees in the same or similar job classifications encompassed within the unit covered by this Agreement, then such Plan and all the terms, conditions and provisions thereof shall automatically be provided to unit personnel, upon request of Local 295. It is expressly understood and agreed that such Plan, following its implementation, may thereafter be altered, amended, modified, changed or terminated unilaterally by the Employer without the necessity of engaging in decision and/or effects bargaining provided such changes, etc. uniformly apply to all non-represented employees in the same or similar job classifications as those set forth herein.

Q. **DRIVE.**

The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his paycheck on a weekly basis for all weeks worked. The phrase “weeks worked” excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee’s social security number and the amount deducted from that employee’s paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer’s actual cost for the expenses incurred in administering the weekly payroll deduction plan.

The Employer will recognize authorization for deductions from wages, if in compliance with state law, to be transmitted to the Local Union or to such other organizations as the Union may request if mutually agreed to. No such authorization shall be recognized if in violation of state or federal law. No deduction shall be made which is prohibited by applicable law.

R. Except as modified in this Agreement, the contractual exceptions reserved solely for Tier 1 employees in the predecessor collective bargaining agreement shall remain.

SECTION 33. JOINT MANAGEMENT/UNION FAIR TREATMENT AND PROFESSIONAL CONDUCT POLICY

A. **Introduction.**

DHL Express and Local 295 are committed to providing the highest quality of service to the Company’s customers, and a motivated and cohesive workforce is vital to accomplishing this fundamental business objective. To achieve this goal, fair and professional treatment that recognizes the value and dignity of each person regardless of job title, tenure or organizational level, must be

practiced by district managers, cartage managers (hereinafter called “managers”), supervisors and stewards alike in every circumstance where employees interact with each other. It must be understood that workplace disharmony and disrespect among employees, managers, supervisors and stewards adversely affect operational efficiency and retard growth, thereby impairing everyone’s job security. Accordingly, the Company and the Union have zero tolerance for such disruptive conduct.

B. Policy.

DHL requires professional interpersonal behavior at all times from its employees, managers and supervisors; Local 295, likewise, requires that such professional interpersonal behavior be exhibited by its unit members and stewards. Abusive and outrageous or any other form of unprofessional conduct or harassment are unacceptable. Examples of unacceptable conduct include, but are not limited to: abusive profanity, retaliatory actions, physical intimidation, and gross insubordination. This policy applies to all forms of workplace interaction, including face-to-face conversations, telephone conversations, radio transmissions, written correspondence, e-mail messages, and meeting presentations.

This policy shall not be interpreted to undermine the full authority of managers and supervisors to direct and control all business matters within the scope of their job duties; provided, however, that the manner in which that authority is exercised shall at all times remain professional. All employees are expected to perform their job duties in accordance with direction, training and other resources provided to them. Every employee will be held accountable for unacceptable job performance through appropriate corrective and/or disciplinary procedures. The corrective and/or disciplinary procedures shall be administered in a fair, impartial and effective manner, irrespective of the employee to whom such procedures are applied. Similarly, this policy shall not be interpreted to undermine or improperly restrict stewards from the proper exercise of their contractual authority, as

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provided for in Sections 7, 20 and 29 of this Agreement.

C. **Posting.**

A copy of said policy shall be posted and prominently displayed in all locations covered by this Agreement.

D. **Arbitration.**

Claims of alleged violations of the provisions of this Section by supervisors, managers and/or stewards, which are not resolved by the parties, may be submitted directly to the Grievance and Arbitration procedure of this Agreement.

E. In all cases of alleged violations of Section 32, the provisions of Section 20, paragraph E(2) pertaining to remedy, and Section 20, paragraph F (first sentence) shall be inapplicable and the following shall be substituted therefore. Should an arbitrator rule that a Section 32 violation has in fact occurred, he or she must clearly state the basis for his conclusion there for, direct that such conduct cease and desist and, as may be applicable or required, rescind any employee discipline improperly issued in connection with such improper conduct and/or make an employee whole for wages and benefits lost directly resulting from such discipline. In addition, it is expressly understood and agreed that the party who “loses” the arbitration, as declared by the arbitrator, shall be solely responsible for the arbitrator’s fees and expenses incurred in connection with the conducting of the hearing and preparation and drafting of the decision and award.

SECTION 34. JOINT MANAGEMENT/LABOR COMMITTEE

A Joint Management/Labor Committee meeting attended by the President of the Union and his chosen representatives and the highest ranking Company Operations official in the Area and his chosen representatives shall be convened at the request of either party, at a mutually agreeable time and place to discuss and resolve serious, significant and/or material shop issues, primarily alleged violations of Section 32 of the Agreement. It is the intent of the parties to convene such meetings at

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least once per quarter and/or, as may be necessary on a more frequent basis (i.e., monthly).

The parties agree to waive the requirements of the New York HERO Act, specifically Sections 27-d and 218-b of the New York Labor Law.

SECTION 35. **SAVINGS CLAUSE**

If any provision of this Agreement is subsequently deemed invalid under the law of any state wherein this Agreement is executed, such provision shall be renegotiated for the purpose of adequate replacement. If, however, such negotiations shall not result in mutually satisfactory agreement, either party may directly submit the dispute for binding and final interest arbitration under the arbitration provisions of this Agreement.

SECTION 36. **DURATION**

This Agreement shall constitute the full and binding Agreement of the parties and shall be in full force and effect from March 1, 2024 to February 29, 2028.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this

19th day of December 2024.

DHL EXPRESS (USA), INC.

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

LOCAL 295, I.B.T.

By: _____

By: _____

By: _____

By: _____

By: _____

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By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: Arthur Carter

By: W. H. B. Jr.

By: Matthew B. B.

By: Lois B.

By: Don / W. H. B. Jr.

By: _____

By: _____

By: _____

By: _____

By: _____

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By: _____

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By: _____

Appendix "A"
February 2024 Bid

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APPENDIX "D"
COMPANY RULES
ALL 295 EMPLOYEES

I. ATTENDANCE PROGRAM

1. **Categories:** There shall be three (3) categories of offenses under the attendance program: i) tardiness, ii) absence, and iii) pattern absences, as herein defined:

- a. **tardiness:** is a failure to complete the scheduled shift (including scheduled pre/post shift work) whether by reason of reporting to work late, or leaving work early. Three (3) incidents of tardiness in a calendar month will be considered excessive and subject to the progressive discipline steps listed below.
- b. **absence:** is a failure to report to work on one (1) or more consecutive work days. Two (2) incidents of absence in a calendar month will be considered excessive and subject to the progressive discipline steps listed below. (Provided, however, if the failure to report to work is due to a legally required, or agreed to leave of absence, e.g., workers' compensation, ADA, FMLA, etc., then this period of leave shall not constitute an incident of absence, for the purpose of the attendance policy.)
- c. **pattern offense:** is a sequence of like kind incidents (such as extending weekends, vacation, holidays) in a given period of time. Three (3) incidents of absence or six (6) incidents of tardiness in a six (6) month period where such absence or tardiness is wrapped around a weekend, or holiday, or vacation establishes an initial pattern offense. Each incident of like kind thereafter shall constitute an



additional pattern offense. Each pattern offense will be subject to progressive discipline independent of, or in addition to, 1.a) and b) above. Any period of six (6) months following the establishment of a pattern in which the employee has zero (0) incidents of a like kind will result in the elimination of the pattern.

2. **Progressive Discipline.**

a. **Steps**

- 1st Step.....Written Reprimand
- 2nd Step.....Written Warning Letter
- 3rd Step.....Subject to Suspension
- 4th Step.....Subject to Discharge

The progressive discipline steps will be applied to unlike offenses.

b. **Credit**

- i. If an employee is in the progression, and has a perfect month of attendance for one (1) calendar month from the date of the last incident, then he shall revert back one (1) prior disciplinary step. A perfect month of attendance is one calendar month during which an employee misses zero days of work, other than for days missed due to vacations, holidays, floating holidays, jury duty, bereavement leave, or VTO.



- ii. For each two (2) calendar month period thereafter in which the employee has no further incident (perfect month of attendance), the next prior disciplinary step shall be dropped.
- iii. In the event the employee ascends to a higher step in the progression, further credits shall be provided in accordance with b)(1) and (2) above.

Examples Of Progressions And Erasures In The Attendance Program Follow:

<u>Infraction</u>			<u>Step Placement</u>
Jan.	-	2 tardies on a Monday	0
Feb.	-	2 tardies on a Monday 2 absences on Tuesdays	1 (due to absence)
Mar.	-	2 tardies on a Monday	2 (pattern established)
Apr.	-	0 tardies, 0 absences	1 (step reduction)
May	-	0 tardies, 0 absences	1 (no step reduction)
Jun.	-	0 tardies, 0 absences	0 (step reduction – 2 consecutive months clean)
July	-	0 tardies, 0 absences	0
Aug.	-	2 absent Thursdays	1
Sept.	-	2 absent Wednesdays	2
Oct.	-	2 tardies on a Monday	2 (no progression. The pattern was eliminated as there was six (6) months in which the Employee had zero (0) incident of a like kind)



Nov.	-	0 tardies, 0 absences	1 (step reduction)
Dec.	-	0 tardies, 0 absences	1 (no step reduction)
Jan.	-	0 tardies, 0 absences	0 (step reduction – 2 consecutive months clean)

Provided, however, this mechanism shall not apply to other violations of Company rules. And, provided further, the one (1) or two (2) month period shall be suspended during any legally required or agreed to absence (excluding vacation), but upon completion thereof, any disciplinary steps in existence immediately prior to that leave shall be reinstated as they existed at that time.

II. COMPANY WORK RULES – DISCIPLINE

A. The discipline, suspension or discharge of an employee covered by this Agreement shall be for just and sufficient cause. The Employer agrees to recognize and abide by the practice of progressive discipline. Accordingly, except in cases of Category “A” offenses, discipline for Category “B” offenses and/or Category “C” and “D” infractions, as set forth below, shall be implemented in accordance with the respective progressive discipline steps therein stated. As used herein for Category “B” offenses and Category “C” and “D” infractions, the term “subject to” simply means that the Employer may impose progressive discipline “up to and/or including” the disciplinary penalty stated therein in accordance with its discretion. It is also understood and agreed that the Employer's imposition of a lesser penalty in the exercise of its discretion under the “subject to” provisions shall not constitute or be deemed to constitute a binding practice or precedent for any future cases involving any unit employee.

1. Category “A” Offenses.

“Serious offenses” for which just and sufficient cause for summary discharge shall be deemed to exist shall include but not be limited to the following:

- i. Drunkenness or drinking during work hours (including lunch time, break periods and overtime assignments), or being under the influence of liquor or unlawful drugs during work hours (including lunch time, break periods and overtime assignments), and/or at any time on the Employer's premises;
- ii. Carrying and/or possessing unlawful drugs, any guns, illegal weapons or dangerous explosives during work hours (including lunch time, break periods and overtime assignments), or at any time on the Employer's premises; and/or
- iii. Testing positive to a drug and/or alcohol test reasonably requested pursuant to the provisions of the Substance Abuse Policies and Procedures appended to this Agreement;
- iv. Theft, or failing or refusing to submit to an investigation of a theft search by the Employer or security person as long as a steward or alternate is present. If neither is available, a member selected by the employee shall be permitted to attend;
- v. Unprovoked assaulting or threatening injury to a supervisor, other Employer representative, fellow employee or to a customer; unprovoked fighting with a supervisor, other Employer representative, customer or employee during work hours (which includes a lunch period, break and overtime

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assignments) or at any time on the Employer's premises;
unprovoked fighting with a supervisor, other Employer
representative, customer or employee after regular work
hours, provided such activity has a direct nexus to the
Employer's business operations;

- vi. Carrying unauthorized passengers in an Employer vehicle; or
failure to protect load due to employee gross negligence;
- vii. Failure to protect the vehicle from theft (i.e., failing to lock or
otherwise secure the vehicle).
- viii. Engaging in any conduct in violation of the No-Strike
provisions of the Collective Bargaining Agreement;
- ix. Willfully falsifying employment application, time cards,
cartage reports, manifests, route sheets or other Employer
records for the employee's personal benefit or gain;
- x. Willfully falsifying a customer's signature;
- xi. Engaging in any of the following acts of misconduct, as
provided in the 1988 IBT/DOJ Consent Decree and/or in any
successive agreement or legislative enactment in connection
therewith:

- (1) Committing any act(s) of racketeering activity, as
defined in 18 U.S.C. Section 1961 et seq.; or
- (2) Knowingly associating with any member or associate
of any organized crime family of La Cosa Nostra or
any other criminal group; or
- (3) Knowingly associating with any person who, pursuant
to the terms of the 1988 IBT/DOJ Consent Decree,

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was properly enjoined from participating in Teamster Union affairs; or

- (4) Obstructing or otherwise interfering with the work of the Independent Review Board.

xii. A finding of a violation under paragraph x. above, shall be deemed conclusive, final and binding only if issued by:

- (1) the IBT Ethical Practices Committee, or the IBT General Executive Board or other appropriate IBT entity, provided such finding is found adequate, adopted or otherwise affirmed by the Independent Review Board; or
- (2) the Independent Review Board; or
- (3) a court of competent jurisdiction; or
- (4) the arbitrator (whose authority is expressly limited hereunder to violations allegedly committed by a non-union employee, if any, employed within the unit covered by this Agreement).

xiii. Malicious tampering with the Company's or co-worker's property;

xiv. Engaging in a hit and run accident, engaging in a vehicular accident which results in the death of or the serious bodily injury to a participant therein, due to the employee's gross negligence, or willfully failing to report a vehicular accident. For cases brought under a "gross negligence" theory, the arbitrator shall factor in the employee's seniority and entire safety record in making his/her decision.

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2. **Category “B” Offenses.**

Offenses for which just and sufficient cause shall be deemed to exist and warrant the imposition of discipline in three (3) progressive steps for **unlike** offenses (i.e., 1st Step - Written Warning; 2nd Step - Subject to suspension (up to 2 days); 3rd Step - Subject to discharge) shall be as follows:

- a. Failure to scan high value items (i.e., computers and/or securities etc.) which the employee knew or should reasonably have known to be high value;
- b. Insubordination;
- c. Violation of posted Company Security Policies and Procedures, as approved by the Union. (Such approval shall not be unreasonably withheld.) However, failure to protect load due to employee gross negligence or failure to protect the vehicle from theft (i.e., failing to lock or otherwise secure the vehicle) shall in all situations qualify as a Category “A” violation;
- d. Violation of posted Company Safety Rules, as approved by the Union (Such approval shall not be unreasonably withheld);
- e. Abusive profanity to customers or supervisors;
- f. Willful discourtesy to a customer;
- g. Failing to turn in cash, checks, money orders or other form of payment collected within twenty-four (24) hours; and



- h. Failure to report vehicular accidents or engaging in a preventable vehicular accident resulting in damage costs to the Company of more than three thousand dollars (\$3,000.00)

3. **Category "C" Infractions.**

Minor infractions for which just cause shall be deemed to exist and warrant the imposition of discipline in four (4) progressive steps for each **LIKE** infraction (i.e., Step 1 - Written Counseling; Step 2 - Written Warning; Step 3 - subject to Suspension (up to 3 days); Step 4 - subject to Discharge) shall include, but not be limited to the following:

- a. Failure to report absences at least one (1) hour prior to employee's start time. In the case of early A.M. shuttles, however, the prior advance notification of absence shall be at least two (2) hours prior to the employee's start time. Calls must be made to any member of management; Failure to protect Saturday/holiday bid or pre or post shift extensions where employee's action has an adverse impact on the Employer's operations;
- b. Failure to abide by the Employer's dressing and grooming standards or the Employer's Uniform Policy;
- c. Engaging in any activity unrelated to the proper performance of the employee's job duties and responsibilities, including but not limited to horseplay, gambling, loitering, ball playing, and playing, graffiti, etc. Deadtime activity due to late planes or the time between deliveries and pickups will be subject to the local manager's discretion concerning the above;

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- d. Failure to turn in cash, checks, money orders or other form of monies on the same day collected;
- e. Failure to report parking violations;
- f. Abusive profanity to employees;
- g. Failure to report vehicular accidents (i.e., minor nicks, scrapes, etc.) or engaging in a preventable vehicular accident resulting in damage costs to the Company of less than three thousand dollars (\$3,000.00); and
- h. Any other violation, offense or infraction not otherwise encompassed by the provisions of subparagraphs A.1 or 2, above.

4. **Category “D” Infraction (i.e., carelessness or neglectful performance of duties)**

Just and sufficient cause shall be deemed to exist and warrant the imposition of discipline in six (6) progressive steps for each infraction of carelessness or neglectful performance of duties, as follows:

Steps 1-3.....Written Warning
 Step 4.....Final Written Warning
 Step 5.....Subject to Suspension (up to 3 days)
 Step 6.....Subject to Discharge

B. 1. The progressive disciplinary steps set forth in A.2 (Category “B” offenses) will be applied to **unlike** offenses; the progressive disciplinary steps set forth in A.3 (Category “C” infractions) will be applied only to **like** infractions; and the progressive disciplinary steps set forth in A.4 (Category “D” infractions) will be applied for each separate and distinct infraction constituting carelessness or neglectful performance of duties (whether like or unlike). In addition, depending on the severity of the violation, the progressive disciplinary steps may be accelerated with the joint agreement between the Union and the Employer.

2. Credit And Rollback

Discipline issued under A.2 (Category “B” offenses), A.3 (Category “C” infractions) and A.4 (Category “D” infractions) above, will remain in effect for one year, as provided in Section 12, paragraph J, of the Agreement. Placement on the progressive disciplinary steps shall be adjusted as lower threshold steps become time-barred pursuant to the one (1) year rollback.

Moreover, for Category “D” infractions only an additional credit rollback shall be applied as follows. If an employee is in the foregoing progression, and has no further “similar” (i.e., “like kind” -- but not necessarily identical offense) infraction for sixty (60) calendar days from the date of such infraction, the infraction shall be removed from the employee’s file and he shall revert back to the prior disciplinary step. It is understood and agreed for the purposes of the credit/rollback provision only, for each of the following four (4) separate and distinct categories, all infractions thereof shall be grouped together and treated as a single “similar” offense:

- a. scanner functions relating to customer service (i.e., package tracking);
- b. scanner functions unrelated to customer service (i.e., FPR);
- c. national account service; and
- d. misroutes/misloads.

- C. 1. An employee facing termination for engaging in a Category “A” offense, may be removed from the job as and when the Employer deems appropriate without time limitation;
2. An employee facing termination for engaging in a Category “B” offense may be removed from the job two (2) weeks after the date of such misconduct; and
3. An employee facing termination for engaging in a Category “C” or “D” infraction shall be entitled to remain on the job until his employment status has been resolved by the Arbitrator following the timely submission and processing of a grievance pursuant to the express

provisions of this Agreement, or for a period up to sixty (60) calendar days following the issuance of the termination letter, whichever occurs first. (The failure to file a timely grievance with respect to the termination shall result in the employee's immediate removal from the job.)

APPENDIX "E"
IBT LAPEL PIN



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APPENDIX "F"
SUBSTANCE ABUSE POLICIES AND PROCEDURES

A. **DOT Testing Policy; C-TPAT Testing Policy; Drug Testing in General.**

1. Certain DHL employees are subject to the rules and regulations set by the Department of Transportation (DOT) (of which the Federal Aviation Administration (FAA) and the Federal Motor Carrier Safety Administration (FMCSA) are agencies) mandating substance abuse testing, and will comply with those regulations.
2. Certain DHL employees are subject to the C-TPAT testing provisions set forth herein and will comply with those regulations. Those employees who are subject to DOT testing, shall not be subject to C-TPAT testing.

DHL, as a participant in the federal C-TPAT (the Customs and Transportation Partnership Against Terrorism) Program for Air Consolidators, has an important role to play in helping to ensure that its services are not misused by terror agents or otherwise manipulated by those who would seek to violate the laws of the United States. Participants in C-TPAT have committed to implementing policies and procedures designed to maximize the security of their operations, including taking steps to ensure that the individuals it employs are subject to stringent background and security checks, including continuous checks during the individual's employment. C-TPAT partner efforts around the United States have helped United States Customs officials detect and stop attempted illegal activity ranging from drug and human smuggling to suspected efforts to foster terrorism.

All employees at DHL therefore have an interest and responsibility to help us maintain the highest standards of integrity and accountability within our organization. Consistent with this commitment, employees are prohibited from



engaging in any illegal activity involving controlled substances or intoxicants – including the use, possession, transfer, sale, cultivation, or transport of drugs made illegal under federal, state, or local law. DHL will conduct drug and/or alcohol testing as to assist in ensuring compliance with these standards, consistent with federal, state, and local laws

3. All employees who are not subject to DOT testing or C-TPAT testing will be drug tested only under the following circumstances: pre-employment, when the Company has reasonable suspicion an employee is under the influence of alcohol and/or drugs, post-accident, and following successful completion of the substance abuse rehabilitation program. Testing for each of these is subject to DOT rules and Company policies now in effect for such testing

B. Compliance, Education and Awareness.

DHL will attempt to deter drug/alcohol abuse by:

1. Prevention through management/employee education programs, pamphlets, brochures; and
2. Detection through testing (reasonable cause, post-accident, random, following return to work after successful completion of a substance abuse program voluntarily entered by the employee and/or, as otherwise may be mandated by DOT); and
3. Continuing to support individuals who voluntarily seek rehabilitation/assistance for alcohol or drug dependence, as appropriate; and/or
4. Taking adverse employment action against any individual found to be in violation of these rules, up to and including termination from employment, as appropriate.

C. **Prohibited Activities.**

1. During an employee's work hours, including meal times, break times and/or overtime assignments, and/or at any time (i) in the Employer's facility, or (ii) on the Employer's premises, or (iii) in an Employer vehicle, unit employees may not:
 - a. Be under the influence of alcohol or other intoxicant, or an unlawful drug or narcotic; and/or
 - b. Have unlawful drugs or their metabolites above the cut-off levels in their system, or more than zero point zero two percent (0.02) alcohol in their system.

Unlawful Drugs

An unlawful drug is defined as any drug the or possession of which is illegal as a matter of federal, state, or local law, and includes lawful medications that have not been legally prescribed for the employee, and prescribed drugs not being used for the purpose or manner prescribed. Specifically, unlawful drugs include, but are not limited to, marijuana, cocaine, opiates, phencyclidine (PCP), amphetamines and/or other hallucinogens.

Legal Drugs

The use of legal drugs is not prohibited by this policy. However, employees are responsible for advising their supervisors when they must use a medication which has the potential to cause side effects that may adversely impact the employee's ability to safely perform assigned duties.

Alcohol

"Alcohol," as used in this policy, includes any beverage, medication, or other preparation including ethyl alcohol.

D. **Testing Occasions.**

1. **Pre-employment**

Prior to the first time an employee covered by this Agreement performs any work related functions for the Company, the employee will undergo testing for prohibited drugs, and may be tested for alcohol as well. The regulations require the employee to receive a negative drug test result in order to begin employment with the Company. This requirement also applies whenever an employee is transferred from a non-covered to a covered position. For job applicants, a failure to receive a negative test result, or a second negative dilute result, will result in the rejection of the employment application, as a matter of Company policy.

Applicants who fail a pre-hire drug test may not reapply at any DHL facility for a period of six months and must have completed DOT return-to-duty requirements before applying.

2. **Reasonable Suspicion/Cause**

In the event objective evidence leads a supervisor to form a reasonable belief that an employee is exhibiting possible symptoms of the misuse of drugs or alcohol, including erratic, irrational or unsafe behavior, slurred speech, falling asleep, or the employee appears confused, disoriented, or shows marked personality changes or signs of paranoia, the Employer may require the affected employee to submit to a drug and/or alcohol test, as aforesaid, to determine if the employee is using, under the influence of or otherwise has unlawful drugs or alcohol in his or her system. In addition, a drug/alcohol test and/or a medical examination may also be required if a manager/supervisor receives reliable information that gives him/her reasonable cause to believe that an employee may have used unlawful drugs or alcohol in violation of this policy or otherwise is not fit for duty.

Reasonable cause that could require an employee to submit to a drug and/or alcohol test must



be based on the personal observations of a management employee who has been trained in the detection of possible symptoms of drug abuse and alcohol misuse. The decision to test an employee reasonably suspected of drug and/or alcohol misuse must be based on observation that can be described verbally or in writing about an employee's conduct, behavior, appearance or body odors. When at all possible, two management employees should observe the employee in question in order to evaluate the appropriateness of a reasonable cause test. When the management employee(s) confronts the employee, the employee may select a steward or another hourly paid employee to be present at the interview. Prior to directing an employee to take a substance abuse test, as aforesaid, the management representative shall discuss the observed behavior and provide the employee with an opportunity to explain.

3. Post-Accident

Any employee who is involved in any vehicular or equipment work related accident: (i) with an aircraft; or (ii) which results in the death of any person; (iii) which results in a serious personal injury to any person; or (iv) which results in property damage reasonably estimated at the time to be valued at in excess of \$1,000; shall be tested for drugs and alcohol as permitted by law. Only those employees whose acts cannot be discounted as a cause or contributing factor in the accident will be tested. Employees may be tested in accordance with the post-accident provision of this policy.

4. Following Successful Completion of Substance Abuse Rehabilitation Program

Following an employee's return to work after voluntarily attending and successfully completing a substance abuse rehabilitation program, the affected employee will be subject to unannounced substance abuse testing, as specified in the return to work agreement, for a period of two years. The two (2) year period may be extended at the recommendation of the individual's substance abuse professional, as necessary. All return to work and follow-up drug test urine

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collections will be directly observed by a same-sex collector as required by the DOT regulations, except where limited by law.

5. On A Random Basis (for those required by DOT or C-TPAT rules only)

All employees will be subject to unannounced random drug testing where permitted by law as part of DHL's effort to ensure the safety and security of its C-TPAT Air Consolidator operations. Random testing will occur on an unannounced basis and each employee will be eligible for selection every time test selections are made.

Employees can be asked to submit to a random test for drugs any time while on duty, regardless of whether they are performing safety-sensitive functions. Employees will be randomly tested for alcohol, however, only when the employee is actually performing safety-sensitive duties, is ready to perform safety-sensitive duties, or has just completed performing safety-sensitive duties. DHL-mandated random drug tests may utilize urine tests conducted in accordance with DOT standards provided collection and testing standards meet or exceed DOT chain-of-custody requirements.

In the event a random drug and/or alcohol test is positive, the employee shall be granted a one (1) time opportunity to attend an appropriate substance abuse treatment program in lieu of discharge.

E. Employee Voluntary Request For Assistance.

It is a well-recognized, medically established fact that abuse of drugs and/or alcohol can be successfully treated and cured. Accordingly, the Employer and the Union mutually encourage any and all unit personnel with substance abuse problems to seek professional assistance for substance abuse concerns voluntarily.

In the event an employee voluntarily discloses his/her substance abuse problem to

management and seeks its assistance in finding an appropriate treatment program, at any time prior to the occurrence of a testing occasion described herein, and before being asked to submit to any such test, the employee will not be disciplined there for, and the Employer will endeavor to provide such assistance, including but not limited to granting the employee an unpaid leave of absence for a reasonable period of time coextensive with the rehabilitation program. All such individuals, however, must agree to comply fully with all specific terms outlined in the Substance Abuse Rehabilitation Acknowledgment form and the consent and release form, the details of which shall not be in conflict with the terms of this Agreement.

Notwithstanding the foregoing, any request for assistance by an employee after notification that he/she has been or is scheduled for a drug or alcohol test, and/or after an accident within the purview of the post-accident testing provision above, will be denied.

F. **Discipline.**

A positive test result, as verified by the Employer's MRO under any of the testing occasions set forth herein, with the exception of a random test conducted as described in paragraph D (4) above, shall result in the affected employee's termination from employment. An employee who refuses to participate in an approved substance abuse treatment program after a positive test result after receiving a verified positive result on a random drug test, or who fails to satisfactorily complete same under, shall be terminated. Pending verification by the MRO of a reasonable cause or post-accident test, the affected employee shall be suspended without pay. (If the test proves negative, the employee shall be reinstated with full back pay for the period of suspension).

G. **Reporting of Drug Related Convictions.**

In accordance with the federal Drug-Free Workplace Act of 1988 and individual government contracts, employees who have been convicted under a criminal drug statute must notify their

supervisor or Human Resources, in writing, no later than five (5) calendar days after such conviction. DHL's Human Resources Corporate Service will work with Corporate Legal to notify, within ten (10) days of the employee's notice to DHL, the federal contracting agency(ies) with whom DHL has federal contracts.

H. **Test Methodologies.**

Except as noted above in paragraph D (4), all drug and alcohol tests shall be conducted in accordance with regulations adopted by the United States Department of Transportation (DOT) at 49 CFR Part 40, and any United States Department of Health and Human Services procedures embraced therein. For example, all drug test specimens will be collected, prepared for shipment, and transported in accordance with federally approved chain-of-custody standards; drug tests will be evaluated and confirmed by laboratories certified by the Substance Abuse and Mental Health Services Administration, and positive, adulterated, or dilute specimens verified by a qualified Medical Review Officer (MRO) before being reported to DHL. The tested individual will be accorded an opportunity to speak with the MRO to discuss possible legitimate reasons for any positive test result prior to any test being verified per the DOT regulations. The MRO will maintain the confidentiality of all communications regarding an employee's health status and not share information about the use of medications with the Company except in accordance with DOT regulations (i.e., when the use of the medication or the health condition could render the individual unfit to perform his or her job safely and in accordance with regulatory requirements regarding the use of prescription medicines).

I. **Appeal.**

An employee who believes his or her verified test results are erroneous may appeal. Specifically, an employee, after receiving a confirmed positive test result, may elect to have the

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original sample retested. Requests for retests must be made within 72 hours of the time that the employee is informed of the positive result, consistent with the DOT drug and alcohol testing regulations described above. The only issue that may be considered in the appeal is whether the test results are erroneous. Should the retest confirm the initial positive test results, the cost of the retest shall be borne solely by the employee. If, however, the retest establishes that the initial positive test results were erroneous, the Employer will disregard the earlier test result and reimburse the employee for the full cost of the appeal.

J. **Availability of Test Results.**

Any person who has been tested may obtain, by written request to the Employer's MRO, a copy of all records maintained of that person's positive confirmatory test results and may submit written information explaining any such results.

K. **Confidentiality.**

Test results will be kept confidential and only be released to the Employer's MRO, or to those employees of the Employer with a reasonable business need to know the results; to the U.S. Department of Transportation or the National Transportation Safety Board, as may be required by regulation; or to any individual, as required by a court of law; or otherwise to anyone else as expressly authorized by the affected employee.

APPENDIX "G"
Early Return to Work (ERTW) Agreement

1. Program Summary:

The purpose of this agreement is to help employees who have been injured on-the-job transition back to work quicker, as well as possibly lessen financial shortfalls experienced by employees related to compensation coverage. The goal of the voluntary early return to work program is to prioritize and ensure worker safety. The benefit of this program to the company is that it returns employees back to work so as to contribute to the company's overall success in a light duty capacity, while they are recovering from an on-the-job injury.

2. Program Administration:

- A. This program applies ONLY to employees with on-the-job injuries or Workers Compensation related claims. An employee shall be approved for the ERTW program only if he/she has been released to perform job tasks that will promote the healing process/will not aggravate the injury/illness.
- B. This is designed to be a eight-week program to get employees back to full duty when they have medical restrictions arising from an on-the-job injury. Only employees expected to return to their regular duties within *eight* weeks after beginning on modified/light duty are eligible to participate. For clarity, this would require a physician or health/clinical care provider to indicate a return to full duty within eight weeks. Only the Safety Managers can approve a short extension period beyond eight weeks, but in no event shall the extension period extend beyond four weeks. Usually, the short extension period is used to extend the ERTW period until the next doctor's office visit.

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- C. If an employee is out sick or on vacation during the ERTW period those days will not count towards the ERTW period.
- D. To return on ERTW, there must be a projected full duty return to work date within eight weeks before the employee is allowed to perform a light duty job.
- E. It is understood and agreed that those employees who, consistent with professional medical evaluations and opinions, may not be expected to receive an unrestricted medical release, are prohibited from driving, or who have been medically determined to have permanent and stationary limitations preventing their performance of bargaining unit work, shall not be eligible to participate in a modified work program.
- F. An employee with restrictions may start ERTW immediately following his/her injury, provided his/her medical provider has determined the employee is expected to return to his/her regular duties within eight weeks after beginning such modified/light duty; thus, an employee does not have to stay out of work for waiting period designated by the state of claim jurisdiction. At the time of the Agreement, New Jersey and New York is seven calendar days and Connecticut is three calendar days.
- G. Light duty/ERTW job offers are to be made for 295 bargaining unit work only. All job offers are to be made in writing and with respect to the restrictions of the employee however, the time is limited to eight hours of work per day for full time employees and four/five hours for part time employees based on the employees' most recently bid schedule. ERTW participants cannot work overtime or beyond the schedule limitations in the preceding sentence.

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- H. The work offered by the station is based on the station manager's needs or employee training requirements. These job offers must be for work during the employees normal bid shift. Additionally, the work offered must reasonably occupy the employee during the ERTW program, with the employee performing only bargaining unit work. In other words, it is not an appropriate use of the ERTW program to have ERTW participants report to the jobsite only to spend the majority of their time performing no work duties.
- I. Employees who receive physician or clinical approval to perform modified duty, but do not wish to return to work, can decline the light duty job offer, but their indemnity payments (Workers Compensation benefits) may be eliminated or reduced based on the law of the state of the claim's jurisdiction.
- J. Positions can be limited by the Station Manager, and participation is based upon seniority. When a position becomes available, the most senior eligible employee should receive the offer to participate. Once an employee is participating in the program, he or she can be "bumped" by a more senior employee.
- K. While participating in the ERTW program, management will ensure the injured worker complies with all prescribed treatment and attends all scheduled doctor's appointments. The safety supervisor will report all missed appointments to the TPA claims adjuster and the workers compensation manager.
- L. Employees that are on ERTW and are still being treated are to schedule their doctor visits and/or treatments to reasonably minimize impacts on their ERTW work schedule. Where there are issues scheduling treatments and/or visits, ERTW participants will be permitted to attend treatments and/or visits during their

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ERTW work hours. Employees are expected to provide their treatment schedule to station management as soon as they are aware of the appointment.

- M. In accordance with Section 23 of the CBA, an employee who has returned to his/her regular duties after sustaining a compensable injury who is required by the Workers' Compensation doctor to receive additional medical treatment during his/her regularly scheduled working hours shall receive his/her regular hourly pay for such time.
- N. In order to ensure that the parties are furthering the intention and spirit of this Agreement, the Union and DHL labor relations (with operations support as appropriate) shall meet quarterly to review compliance and or other issues relating to the program.
- O. Within fourteen (14) days of a written request, the Employer shall furnish the Union with any and all information and documents as may be reasonably necessary for enforcement of this program and contract grievance adjustment.

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APPENDIX "H"
GATEWAY RIDER

ATTACHED AS SEPARATE DOCUMENT STARTING WITH NEXT PAGE

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