

**PUD Operational Supplement understandings as of 7/18/2007
0900hrs.**

ARTICLE
MAINTENANCE OF STANDARDS (PUD)

Section .1. Definition.

The Employer agrees, subject to the following provisions, that all conditions of employment in his/her 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 at the time of the signing of this Agreement except as specifically limited elsewhere in this Agreement, and the conditions of employment shall be improved whenever specific provisions for improvement are made elsewhere in this Agreement.

Section .2. Local Standards.

The Local Unions shall, within forty-five (45) days following ratification of this Agreement, identify and reduce to writing, and submit to the appropriate Regional Joint Grievance Committee, those specific local standards and conditions practiced under this Article. Such standards and conditions when submitted in accordance with this Section shall be currently dated. Those specific local standards and conditions previously practiced hereunder which are not so submitted shall be deemed to have expired.

The appropriate Regional Joint Grievance Committee shall provide to the parties the opportunity to present their views and shall determine the disposition of the submitted local standards and conditions. Failing such determination, the submitted local standards and conditions may be appealed through the remainder of the Grievance Procedure beyond the Regional Joint Grievance Committees to see if the standard exists.

ARTICLE
PASSENGERS (PUD)

No driver shall allow anyone, other than employees of the Employer who are on duty, to ride on his truck except by written authorization of the Employer, or except in cases of emergency arising out of disabled commercial equipment or an Act of God. No more than two (2) people shall ride in the cab of a tractor unless required by government agencies or the necessity of checking of equipment. This shall not prohibit drivers from picking up other drivers, helpers or others in wrecked or broken down motor equipment and transporting them to the first (1st) available point of communication, repair, lodging or available medical attention.

ARTICLE
EQUIPMENT, SAFETY AND HEALTH (PUD)

Section 1. Safe Equipment

The Employer shall not require employees to take out on the streets or highways any vehicle that is not in a safe operating condition, including, but not limited to, equipment which is acknowledged as overweight or not equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement or basis for discipline where employees refuse to operate such equipment unless such refusal is unjustified.

It shall also not be a violation of this Agreement or considered an unjustified refusal where employees refuse to operate a vehicle when such operation constitutes a violation of any federal rules, regulations, standards, or orders applicable to commercial motor vehicle safety or health, or because of the employee's reasonable apprehension of serious injury to himself/herself or the public due to the unsafe condition of such equipment. The unsafe conditions causing the employee's apprehension of injury must be of such nature that a reasonable person, under the circumstances then confronting the employee, would conclude that there is a bona fide danger of an accident, injury, or serious impairment of health, resulting from the unsafe condition. In order to qualify for protection under this provision, the employee must have sought from the Employer, and have been unable to obtain, correction of the unsafe condition.

All equipment which is refused because it is not mechanically sound or properly equipped shall be appropriately tagged so that it cannot be used by other employees until the maintenance department has adjusted the complaint. After such equipment is repaired, the Employer shall place on such equipment an "ok" in a conspicuous place so the employee can see the same.

Section 2. Dangerous Conditions

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 a government regulation relating to safety of person or equipment.

The term "dangerous conditions of work" does not relate to the type of cargo which is hauled or handled.

Section 3. Accident Reports

Any employee involved in any accident or cargo spill incident, involving any hazardous or potentially polluting product, shall immediately report said accident or spill incident

and any physical injury sustained. When required by his/her Employer, the employee, before starting his/her next shift, shall make out an accident or incident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to the accident or incident. The employee shall receive a copy of the accident or incident report that he/she submits to his/her Employer. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

Section 4. Equipment Reports

Employees shall immediately, or at the end of their shift, report all defects of equipment.

(a) Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one (1) copy to be retained by the employee and one (1) copy to be made available for inspection by the next driver operating the unit. Such copy will remain in the truck. Any alleged violation of the above shall not be cause for refusal of the equipment, but shall be subject to the grievance procedure. The Employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition until the same has been repaired or is certified by a mechanical department that no repairs are needed and the unit is safe to drive.

(b) When the occasion arises where an employee gives written report on forms in use by the Employer of a vehicle being in an unsafe working or operating condition and receives no consideration from the Employer, he/she shall take the matter up with the officers of the Union who will take the matter up with the Employer. However, in no event shall an employee be required to take out on the streets or highways a vehicle that is not in a safe operating condition or in violation of any federal rules, regulations, standards, or orders applicable to commercial motor vehicle safety as provided in Section 1 of this Article.

Section 5. Qualifications on Equipment

~~If the Employer or government agency requests a regular employee to qualify on equipment requiring a classified or special license, or in the event an employee is required to qualify (recognizing seniority) on such equipment in order to obtain a better job opportunity with his/her Employer, the Employer shall allow such regular employee the use of the equipment so required in order to take the examination on the employee's own time.~~

Costs of such license required by a government agency will be paid for by the employee.

An employee unable to successfully pass the DOT Commercial Driver's License (CDL) examination will be allowed to take a leave of absence for a period not to exceed one (1) year provided the employee makes a bona fide effort to pass the test each time the opportunity presents itself.

~~Once obtained an employee must maintain his/her commercial driver's license with required endorsements unless disqualified by regulatory mandate or documented medical disability.~~ [awaiting confirmation from Company on strikeouts in order to make consistent with Special Licenses and Drug/Alcohol Testing]

Section 6. Union Liability

Nothing in this Agreement relating to health, safety or training rules or standards shall create any liability or responsibility on behalf of the Union for any job-related injury or accident to any employee or any other person. Further, the Employer will not commence legal action against the Union as a result of the Union's negotiation of safety standards contained in this Agreement or failure to properly investigate or follow-up Employer compliance with those safety standards.

Section 7. Facilities

Yards shall be maintained reasonably free from potholes and reasonably effective dust control measures shall be implemented as necessary.

The Employer agrees to maintain a clean, sanitary washroom having hot and cold running water, with toilet facilities and clean break/lunchroom area. The Employer also agrees to maintain sanitary drinking water at all terminal locations. An emergency first aid kit shall be furnished within a reasonable distance of the Employer's dock.

Suitable windshield/window cleaning materials shall be available to include a long handled brush/squeegee.

ARTICLE
SUBCONTRACTING (PUD)

Section 1. Work Preservation.

For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that no operation, work or services of the kind, nature or type covered by, or presently performed by, or hereafter assigned to, the collective bargaining unit by the Employer will be subcontracted, transferred, leased, diverted, assigned or conveyed in full or in part (hereinafter referred to as “divert” or “subcontract”), by the Employer to any other plant, business, person, or non-unit employees, or to any other mode of operation, unless specifically provided and permitted in this Agreement.

In addition, the Employer agrees that it will not, as hereinafter set forth, subcontract or divert the work presently performed by, or hereafter assigned to, its employees to non-employee owner-operators or other business entities owned and/or controlled by the signatory Employer, or its parent, subsidiaries or affiliates.

Section 2. Diversion of Work - Parent or Subsidiary Companies.

The parties agree that for purposes of this Article it shall be presumed that a diversion of work in violation of this Agreement occurs when work presently and regularly performed by, or hereafter assigned to, employees of the Employer has been lost and the lost work is being performed (including transportation by owner-operators and independent contractors) by an entity owned and/or controlled by the signatory Employer, its parent, or a subsidiary, including logistics companies, within one hundred twenty (120) days of the loss of the work. The burden of overcoming such presumption in the grievance procedure shall be upon the Employer.

Notwithstanding the forgoing, the Employer may subcontract the placement, replacement or repair of drop boxes; centralization and reconciliation of customer supplies; janitorial services; and grounds and building maintenance (non-core business), with thirty (30) days prior notice to the Union, in a way most economically advantageous to the Employer as long as no layoffs are caused directly by such subcontracting or assignment of non-core business. Further, it is not a violation of this Agreement for the Employer to determine the scope of products and services to be offered to its customers or to provide customers with information regarding sources to handle services outside of the Employer’s core business offerings.

Section 3. Subcontracting.

Bargaining unit work shall only be performed by bargaining unit employees except as specifically set forth herein.

It is a violation of this Article to use non-bargaining unit personnel (i.e. supervisors or third-parties) to perform work of the kind, nature or type currently or previously performed by bargaining unit employees, other than non-recurring unforeseen overflow or emergency work, and then only if all available means to use unit employees have been exhausted including overtime.

For example, it is a violation of this Article for the size of the bargaining unit to decrease by attrition and the Employer not replace the employees while using non-unit personnel or third-parties to perform work of the kind, nature, or type previously performed by that bargaining unit or to deny unit employees earning opportunities. Likewise, it is a violation of this Article to use non-bargaining unit personnel or third-parties to perform unit work in order to avoid hiring bargaining unit employees when the work justifies the hiring of such bargaining unit employees .

It shall not be a violation of this Article to subcontract work in accordance with existing established past practices provided the volume of such subcontracting does not increase or result in the layoff of unit employees.

The employer shall maintain records identifying non unit persons or entities performing unit work as permitted by the Article as well as the specific type and amount of work performed. Said records shall be made available for inspection by the Local Union(s) in the locality affected by such work.

ARTICLE
MANAGEMENT'S RIGHTS (PUD)

The management of the business, its operations and employees is vested exclusively in the Company, except as specifically limited by this Agreement, and then only to the extent of those limitations.

ARTICLE
OPERATIONAL CHANGES (PUD)

Whenever the Employer desires to close and/or relocate, in whole or in part, any facility covered by this Operational Supplement and such closing would result in the transfer of bargaining unit work to another facility within the jurisdiction of a Local Union signatory to this Agreement, the Employer and the affected Local Unions will negotiate over the effects of the transfer, including the wages, benefits, relative seniority and the conditions of the move. If the parties are unable to reach agreement within thirty (30) days, the matter shall be resolved through the process set forth in Section ____ (Advanced Level Filing) of Article ____ (Grievance and Arbitration) of this Agreement and will be resolved no later than ninety (90) days following the Company's notice of the move to the affected Local Unions.

ARTICLE
UNION ACCESS PROCEDURES (PUD)

The Union will announce his/her arrival to the Facility Manager or his designee. The Union representative will conduct himself/herself so as not to interfere with the operations of facility. The Union Representative will comply with all applicable TSA and other regulatory requirements with regard to security and facility access.

ARTICLE
STEWARDS (PUD)

Section .1. Number.

The Employer recognizes the right of the Union to designate two (2) full-time unit employees (one (1) for a.m. and one (1) for p.m.) and two (2) part-time employees (one (1) for a.m. and one (1) for p.m.) per facility covered by this Operational Supplement to serve as the designated stewards, and no more than two (2) full-time unit employees (one (1) for a.m. and one (1) for p.m.) and two (2) part-time employees (one (1) for a.m. and one (1) for p.m.) per facility to serve as alternate stewards. The alternates may act and serve in the official capacity of the designated stewards only in the absence of such designated stewards.

The Employer shall give at least one (1) job steward, during his regular working hours or if outside his regular working hours his/her designated alternate, an opportunity to participate in the Employer's orientation of new employees, or the right to meet with new employees during their workday to inform them of the benefits of Union representation without loss of time or pay. The Employer shall have the sole right to schedule the time and place for such participation so as not to interfere with the Employer's operation.

Section .2. Notification to Employer.

The Union shall notify the Employer, in writing, of the selection and/or change of the designated and/or alternate stewards.

Section .3. Functions and Authority.

The authority of the designated and alternate stewards designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances and the participation in the Grievance/Arbitration procedures, including Employer conducted investigatory interviews, as provided in Section ____ (Investigatory Interviews of Unit Employees by Management and Supervision) or Article ____ (Discipline and Discharge) and Article ____ (Grievance and Arbitration Procedure) of this 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, refusals to handle goods, or any other interference with the Employer's business.

The designated and alternate stewards are employees of DHL and have no managerial or supervisory authority.

The designated steward and alternate stewards have no authority to take strike action or any other action interrupting the Employer's business, except as authorized by official action of the Union which it communicates in advance to the Company. The Employer recognizes these limitations upon the authority of the designated steward and alternate stewards, and shall not hold the Union liable for any unauthorized acts. The Employer, in so recognizing such limitations upon the authority of the designated steward and alternate stewards, shall have the authority to impose proper discipline, including discharge, in the event the designated steward and/or alternate stewards has/have taken an unauthorized strike action, slow down, or work stoppage in violation of this Agreement.

Section .4. Release Time for Steward Duties.

The job steward, or his/her designated alternate, shall be permitted reasonable time to investigate, present and process grievances on the company property without loss of time or pay during his/her regular working hours without interruption of the Employer's operation by calling group meetings; and where mutually agreed to by the Local Union and the Employer, off the property or other than during his/her regular schedule without loss of time or pay. Such time spent in handling grievances during the job steward's or his/her designated alternate's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the "job steward."

Section .5. Superseniority Status.

In areas that have provided superseniority to stewards immediately prior to the effective date of this Agreement, such practices shall be continued.

ARTICLE
GENERAL PROVISIONS (PUD)

Section .1. Fitness Examinations.

If, at any time, there is any question concerning an employee's fitness for duty or fitness to return to duty following a layoff or leave of absence of any kind (including a workers compensation leave), the Employer may require, at its expense, that the employee have a physical examination and/or psychological examination by a qualified and licensed physician, psychologist and/or other appropriate medical professional selected by the Employer.

The Union may, if it believes an injustice has been done an employee, have said employee reexamined at the Union's expense. In the event of disagreement between the doctor selected by the Employer and the doctor selected by the Union, the Employer and Union doctors shall together select a third doctor within seven days, whose opinion shall be final and binding on the Company, the Union, and the employee. The Company nor the Union nor the employee will attempt to circumvent the decision. The expense of the third (3rd) doctor shall be equally divided between the Employer and the Union. If an employee is determined to be fit for employment or duty, the employee shall be reimbursed for all lost wages and benefits including time spent during such physical examination, provided that the employee is not receiving workers' compensation benefits during the time in question. Disputes concerning back pay shall be subject to the grievance procedure.

Section .2. Uniforms.

IBT Button/Pin - a unit employee may wear up to one (1) authorized IBT pin no larger than a quarter.

ARTICLE
SCOPE AND ASSIGNMENT OF UNIT WORK (PUD)

Section .1. Operations Covered.

- A. The execution of this Agreement on the part of the Employer shall cover all pick-up and delivery employees and operations as may be presently or hereafter represented by the Union, provided that the coverage of this Agreement shall be limited to those operations of the Employer and classifications specifically set forth in Appendix ___ to this Agreement, which may be updated from time to time during the term of this Agreement.

- B. In those situations where there is an interface between employees in different classifications and/or different Local Unions, e.g., counter work, dock checks, and ramp operations involving more than one (1) Local Union, nothing shall prevent the Employer from temporarily assigning unanticipated non-recurring incidental work to any employee when necessary in a specific instance to handle a specific customer issue such as answering a ringing phone or accepting a customer's package at the counter when the normal counter person has stepped away momentarily, provided that the employee to whom such work is assigned is covered by the National Agreement. Nothing herein shall provide the Employer with the right to violate any other provisions of this agreement or any supplements thereto or to undermine the jurisdiction of any Local Union.

- C. Except as otherwise expressly provided in the National Agreement or this Operational Supplement, the bargaining unit work set forth in Paragraphs A and B above, shall be performed exclusively by unit personnel and not by supervisors, management or any other non-unit personnel.

ARTICLE
JOB BIDDING AND FILLING OF VACANCIES (PUD)

Section .1. General Bid – Full-Time Couriers/Drivers.

Within three (3) months following the ratification of this Agreement, and every January 1 thereafter (to be implemented February 1), the Employer shall post for bid all available courier and driver positions at each terminal covered by the terms of this Operational Supplement. Ninety per cent (90%) of such posted positions shall be posted as routes, including geographical descriptions (rough boundaries), scheduled start times (staggered up to one (1) hour) and normal workdays. The remaining bid positions at each terminal covered by this Operational Supplement shall be posted as open bids as discussed below. Employees covered by the terms of this Operational Supplement will bid on available routes in their terminal in order of terminal seniority, and the bid will be completed within four (4) weeks of its posting at the terminal in question. The Company may, at its discretion, have bids semi-annually in order to address operational needs.

A route permanently vacated or newly established shall be posted within five (5) days for five (5) working days, during which time couriers shall be afforded the opportunity to bid such vacated or new routes based on terminal seniority. The successful bidder shall be the most senior qualified courier and shall be awarded the posted vacancy or new route the Monday following the expiration of the five (5) day posting period. A permanent vacancy shall include a route covering an area that is delivered five fully scheduled days a week for a thirty (30) day period, except for routes established during peak.

Vacancies created as a result of this bidding procedure shall be offered to the courier with the highest terminal seniority without a bid route.

When a courier's route is split and a new route is created, the affected courier shall be allowed to select either of the resulting routes. If necessary to maintain the 90%/10% split set forth above, the Employer shall fill that route and any resulting vacancy in the same manner as a permanently vacated route.

When a courier's assigned route is permanently changed by fifty percent (50%) or more of its delivery stops, said courier shall have the right to follow the major portion of the original delivery route. When more than one (1) courier's route is affected, those affected couriers shall be afforded the opportunity amongst themselves to bid the routes affected in accordance with their terminal seniority.

Subject to the foregoing, the Employer retains the right to modify routes in order to ensure timely and efficient operations.

Section .2. General Bid – Shuttle/Dock in Miami, Los Angeles, Denver, and Dallas.

All full-time shuttle/dock shifts at the Employer's facilities in Miami, Los Angeles, Denver, and Dallas, which are covered by this Operational Supplement, shall be posted for bid each year in October, and a second may be posted in April of each succeeding contract year. The October and April bids must be completed within four (4) weeks of posting. Moreover, the current general bids may be changed or re-bid in response to significant operational changes upon two (2) weeks advance notice to the Union. In the event bids are not completed within either of the applicable time periods, the Employer shall assign all such unbid shifts to available employees in order of seniority. Employees bidding on such shifts must be duly qualified to perform such work.

The bid will include individual scheduled start times falling within a three (3) hour window in the morning and the afternoon

Section .3. Part-Time Employees

[To BE DISCUSSED]

Section .4. Saturday Bid.

[TO BE DISCUSSED]

Section .5. Down-Grade to Part-Time.

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

Except as otherwise specifically provided herein, upon the commencement of the downgraded part-time position, the employee's wages and benefits shall henceforth be computed and be determined solely as a part-time employee under the provisions of this Agreement.

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 and no full-time employee desires to bid into the position. 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 Agreement or for two (2) years, whichever is greater.

ARTICLE
USE OF AND PERFORMANCE OF BARGAINING UNIT WORK BY
PERSONNEL OTHER THAN FULL-TIME SENIORITY EMPLOYEES (PUD)

Section .1. Part-Time Personnel

- A. Definition.** A part-time employee is an individual who is scheduled to work a guaranteed minimum of at least fifteen (15) up to a maximum of thirty-two (32)-hours per week. Part-timers shall not be scheduled to work more than 32 hours in a week. Part-time drivers will be allowed to finish their driving route if they reach the weekly maximum during their shift.
- B. Use of Part-Time Personnel.** The Employer may employ part-time personnel to fulfill its operational needs subject to the terms and conditions set forth in this Operational Supplement. For example, the Employer may assign part-time personnel to load and unload vehicles and sort packages, to conduct ramp operations, and to perform delivery work as non-driving drivers helpers during peak season (October 1 through December 31). No part-time employee shall drive except the Company may utilize part-time employees to perform p.m. pick-up and p.m. shuttle work, provided that the total number of part-time drivers does not exceed 15% of the total number of active full-time shuttle drivers and couriers. Part-timers shall not be permitted to work a split-shift.

Section .2. Casuals

- A. Definition.** A casual employee is an individual who is included in the bargaining unit but who is not on the regular seniority list and who is not serving a probationary period. A casual may either be a replacement casual or a supplemental casual as hereinafter defined. Casuals shall not have seniority status. Casuals within the jurisdiction of a Local Union cannot be utilized when full time employees are on layoff within the jurisdiction of that Local Union unless laid-off full-time employees within the Local Union have been offered said work at the normal full-time wages and benefits.
- B. Replacement Casuals.** Replacement casuals are defined as employees who may only be utilized by the Employer to replace regular employees when such regular employees are absent due to illness, pending acceptance and return to work following notice of recall, vacations or other absence, except when an absence of a regular employee continues beyond three (3) consecutive months, a replacement casual shall not thereafter be used to fill such absence, unless the Employer and the Local Union mutually agree to the continued use of a replacement casual. To be considered a replacement, the casual must work on the same day that the absence occurred, doing the same work as the absent employee otherwise would have done within four (4) hours of the absent employee's scheduled start time.

- C. **Supplemental Casuals.** Supplemental casuals may be used to supplement the regular work force if all available regular employees are working or scheduled to work. Casuals put to work, shall be guaranteed a minimum of four (4) hours of work or pay per day, but may be utilized for eight (8) hours per day at the Employer's option. Supplemental casuals may only be used during the time period from October 1 through December 31.

[NOTE: The Employer will propose in a separate side letter the following terms:

100% of all full-time employees covered by this Operational Supplement (including people who are currently classified as "part-time" but who in actuality have worked full-time hours and are de facto full-timers i.e. worked an average of 40 hours per week or more for six (6) months) as of the date of ratification will be red-circled by name, and will not be involuntarily reduced to part-time status as a result of the Company's use of part-time employees. If a red-circled individual is laid off due to lack of work in any station then the company shall not use any part-time p.m. drivers in that station.

ARTICLE
SICK LEAVE (PUD)

Section .1. Sick Leave Annual Benefit.

[ECONOMICS] Full-time and part-time employees shall be credited with ____ (____) sick days per year. Sick leave not used by March 31 of any contract year will be paid on the next regular pay period following March 31 at the applicable hourly rate in existence on that date. Each day of sick leave will be paid for on the basis of eight (8) hours' straight-time pay at the applicable hourly rate.

Section .2. Sick Leave Utilization.

Sick leave may be used by employees actively at work during absence caused by a non-work related injury or illness, for medical, dental or vision care appointments, or during the waiting period for a work-related injury or illness. Sick leave may be used in any manner authorized by and consistent with federal and/or state law.

Section .3. Coordination with FMLA Leave.

The Employer may require an employee to substitute sick leave for part of any FMLA leave period for an absence that qualifies for use as sick leave.

Section .4. Doctor's Certification/Medical Examinations.

The Company may require verification of an employee's eligibility to use sick leave hours for any absence of three (3) consecutive duty days or more, and the employee may be required to bring a doctor's slip upon their return to work after such absences.

Section .5. Payment Upon Termination.

Terminating employees will not be paid for unused sick leave.

[NOTE: Discuss treatment of existing sick leave banks, if any.]

ARTICLE
SENIORITY, LAYOFF & RECALL (PUD)

Section .1. Definition.

Seniority shall prevail. Terminal seniority, rather than master seniority, shall be used for all purposes, except where a Local Union Rider provides otherwise with regard to layoff and recall.

- Master seniority shall be defined as the most recent date of hire with the Company.
- To the extent that the Company and the Union agree to set a fringe benefit date for an employee, the date upon which an employee first establishes fringe benefit eligibility shall continue as that employee's benefit eligibility date for vacation, holiday, pension, and health and welfare eligibility, unless the employee loses seniority under other provisions of this Agreement.
- Terminal seniority shall be defined as the master seniority date applied within an individual terminal.

Section .2. Probationary Period

- A. Definition.** All newly hired employees within any unit covered by this Agreement, and any Local Supplement thereto, shall be subject to a probationary period for sixty (60) regularly scheduled work days, commencing with the first day on which the probationary employee regularly performs work for the Employer as a regular full-time or part-time employee. Days lost from work for any reason during the probationary period shall not be considered in computing such time period. The Employer, Employee and the Union may agree in writing to a thirty (30) day extension of the probationary period for new employees.
- B. Seniority.** Seniority shall not accrue during the probationary period. Upon successful completion of the probationary period, however, an employee's seniority shall relate back to and be calculated from his/her date of beginning work within the unit covered by this Agreement.
- C. Discharge.** At any time during the probationary period, the Employer may layoff, discharge or discipline probationary employees and such action shall not be subject to the grievance and arbitration procedures of this Agreement. Upon attainment of seniority status, an employee's record shall be clear.
- D. Benefits Eligibility.** Unless otherwise provided, probationary employees shall not be entitled to fringe benefits set forth in this Agreement during their period of

probationary employment and there shall be no retroactive payment for the 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 .3. Posting of Seniority List.

Full-time and part-time employees shall be placed on separate seniority lists as of their first date of hire in their status as full-time or part-time employees with the unit covered by this Agreement. Seniority shall be measured by length of service in such status with the Employer as a bargaining unit employee. For example, a part-time employee transitioning to full-time status will not be credited with his part-time service for seniority purposes. Such time, however, counts for all other purposes such as vacation going forward on a pro-rata basis. Pro-rata basis shall be computed by adding the total number of hours worked in the employee's work history divided by 2080. However, a full-time employee transitioning to part-time status will maintain his date of hire into the full-time covered position as his seniority date after he has transitioned into the part-time position. Employees voluntarily transitioning to part-time status must stay in that part-time status for one (1) year. Existing employees entering the unit on the same day in the same status 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.

The Employer shall give the Local Union a seniority list at least every six (6) months. The Employer shall also post a seniority list at least once every six (6) months and shall maintain a current seniority roster at each covered facility. Protest of any employee's seniority date or position on such list must be made in writing to the Employer within ten (10) days after such seniority date or position first appears, and if no protests are timely made, the dates and positions posted shall be deemed correct. Any such protest which is timely made may be submitted to the grievance procedure.

Section .4. Employee Address and Phone Number

It shall be the responsibility of the employee to keep the Employer informed of the employee's current address and telephone number. An Employee shall notify the Employer within thirty (30) days, in writing, of any change of address or telephone number.

Section .5. Layoffs.

Should it become necessary for the Employer to reduce its work force, layoffs shall be effectuated on the basis of master seniority by classification within the jurisdiction of the Local Union in accordance with Local Rider. When the force is again increased, the employees are to be returned to work in the reverse order in which they were laid off. Where work is moved to another terminal, the senior affected employees shall be permitted to follow that work.

Section .6. Notification of Layoff.

In the absence of emergency or other uncontrollable circumstances, the Employer shall provide notification of layoff to affected employees by the end of the shift prior to the layoff. A copy of such notice shall be provided to the Steward and sent via fax or email to the Union.

Section .7. Recall.

Unit employees on layoff shall be recalled to fill available vacancies for which they are legally qualified (i.e. licensed) in reverse order of layoff (i.e., last to be laid off – the first to be offered recall), in accordance with the following procedures:

1. In the event of a recall, the laid off employee shall be notified by receipted mail addressed to the employee's last reported address on file with the Employer, with a copy to the Union. Such employee must advise the Employer within seven (7) days, excluding holidays and weekends, after delivery of the recall notice at such address whether or not he/she accepts the recall offer. Recall notices which are not successfully delivered to the affected employee's residence of record due to an incorrect address resulting from the employee's failure to advise the Employer of his/her current correct address, shall nevertheless be deemed "received" as of the date and time the initial delivery had been attempted.
2. In the event the employee declines the recall offer, or fails to notify the Employer of his/her decision within the above-mentioned seven (7) days, excluding holidays and weekends, the employee shall lose all seniority rights under the Agreement and be considered a voluntary quit.
3. Any employee who timely accepts a recall pursuant to a written recall notification delivered under the provisions of Paragraph ___ above, shall report to work at the start of his/her shift within seven (7) regularly scheduled work days following the day on which he/she timely notified the Employer of the timely acceptance of recall, or within such greater period as may be mutually and reasonably agreed upon by the Employer and employee. Upon returning to work following the acceptance of the recall, there will not be a reduction in pay or benefits other than as a result of prior mutual agreement of the Company and the Union. Failure to return to work within the aforesaid time period following the acceptance of the recall, shall result in the employee's forfeiture of all his accumulated seniority and he/she shall be considered a voluntary quit.
4. Should the Employer be faced with dire, serious operational issues and be in urgent need of an employee(s) to fill a vacant position(s) for which the laid off employee is qualified, the Employer may attempt initially to recall qualified laid-off employees, in department seniority order, by telephone. In all such cases, the Union shall be notified prior to commencing the telephone recall procedure, and

be afforded the opportunity to be physically present at the time and place where all such calls are being made. In addition, the Employer shall maintain a written log with the name of the individual called, the telephone number called, and the date and time of each such call. It is expressly understood and agreed, however, that the Employer must follow-up all such telephone calls with written recall notifications as provided in Paragraph ___ above.

5. Unit employees (excluding probationary and casual employees) shall enjoy recall rights by terminal for a period not to exceed five (5) years following the effective date of the layoff, or for the length of the employee's continuous service with the Employer in the unit covered by this Agreement, whichever is less.

Section .8. Termination of Seniority.

Seniority shall be broken only by:

1. Discharge.
2. Voluntary quit or retirement.
3. Performing no work for more than five (5) years. This five (5) period does not begin to run until ratification of this agreement.
4. Failure to respond to a notice of recall.
5. Failure to return from an authorized leave of absence.
6. Unauthorized failure to report to work (no call/no-show) for three (3) consecutive days when work is available.
7. Voluntary leaving of a classification of work covered by this Agreement and remaining in the employ of the Employer in some other non-unit capacity, except pursuant to an inter-bargaining unit transfer specifically authorized by the terms of an Operating Supplement or Local Rider.

ARTICLE
HOURS OF WORK, WORK DAY, WORK WEEK, OVERTIME, AND
SCHEDULING (PUD)

Section .1. Application of Article.

A. Full-Time Employees

All full-time employees covered by this Operational Supplement as of the date of ratification will be red-circled by name, and will be guaranteed the opportunity for forty (40) hours per week for as long as they are working full-time and on the active seniority list.

Ninety per cent (90%) of the regular full-time employees on the active seniority roster at each of the Employer's facilities covered by this Operational Supplement at the time of ratification shall be guaranteed forty (40) hours per week and will be scheduled five (5) consecutive eight (8) hour days Monday through Friday. In any week in which paid holidays fall, the guaranteed workweek shall be reduced by eight (8) hours for each such holiday when such holidays fall within the scheduled workweek. A regular employee who does not report as scheduled, except in the case of an on-the-job injury, bona fide compensated illness or accident, jury duty, or attendance at a funeral compensable under Article ___, shall have broken his weekly guarantee and shall be eligible for Saturday or Sunday work or holiday work only after utilization of those regular junior employees who have worked their scheduled workweek.

The order of call shall be: 1) ninety percenter; 2) red-circled employee by name who is not a ninety percenter; 3) ten percenter (not red-circled); 4) part-time p.m. driver.

Start times for full-time positions may be delayed by the Employer up to one (1) hour per day, based on operational need provided the employee was notified by the end of the previous day's shift. Such delays shall not be abused or unreasonably declared. Any employee called in before their regular starting time shall have their normal end time protected. Except as specifically provided elsewhere, there shall be no split shifts for full-time employees.

B. Full-Time Shuttle/Dock Employees at Miami, Los Angeles, Denver, and Dallas

Ninety per-cent (90%) of the regular full-time shuttle/dock employees on the active seniority roster at the Employer's facilities in Miami, Los Angeles, Denver, and Dallas, which are covered by this Operational Supplement, will be guaranteed forty (40) hours per week and will be scheduled five (5) consecutive eight (8) hour days. In any week in which paid holidays fall, the guaranteed workweek shall be reduced by eight (8) hours for each such holiday when such holidays fall within the scheduled workweek. A regular employee who does not report as scheduled, except in the case of an on-the-job injury, bona fide compensated illness or accident, jury duty, or attendance at a funeral

compensable under Article ____, shall have broken his weekly guarantee and shall be eligible for Saturday or Sunday work at straight time rates, or holiday work only after utilization of those regular junior employees who have worked their scheduled workweek.

The remaining ten per cent (10 %) of regular full-time shuttle/dock employees on the active seniority roster at the Employer's facilities located in Miami, Los Angeles, Denver, and Dallas, which are covered by this Operational Supplement scheduled to work during their workweek, Sunday through Saturday, will not receive a weekly guarantee. When a ten-percenter is called in to work, he/she shall be guaranteed eight (8) hours pay for that day.

The Employer may bid sixty-five percent (65%) of regular full-time dock/shuttle employees on the active seniority roster at the Employer's facilities located in Miami, Los Angeles, Denver, and Dallas on split-shift schedules.

C. Part-Time

The Employer may employ part-time personnel to fulfill its operational needs as set forth in Article ____ (Job Bidding and Filling of Vacancies) of this Operational Supplement, subject to the terms and conditions set forth in this Agreement.

1. Utilization.

- (a) Part-time employees covered by the terms of this Operational Supplement shall be guaranteed fifteen (15) hours work in each workweek, Sunday through Saturday. Saturday and Sunday will not include driving. In any week in which paid holidays fall, the guaranteed workweek shall be reduced by _____ hours for each such holiday when such holidays fall within the scheduled workweek. When a part-time employee absents himself for any reason, it shall break the guarantee.
- (b) Start times for part-time positions may be changed by the Employer up to two (2) hours per day, based on operational need. Such delays shall not be abused or unreasonably declared. The Company shall attempt to contact the employee at least one (1) hour prior to his/her start time, provided, however, if the employee does not receive such notification, and reports to work, then the two (2) hour slide shall be reduced to one (1) hour and thirty (30) minutes.

D. Computation of Compensable Work Hours.

An employee's time worked shall be computed from time the employee is required to report to work and registers in until the time the employee is effectively released from duty. The Employer shall have the right to release employees from duty at its discretion based on operational need provided that provisions of the contract are followed.

E. Overtime.

Full-time employees shall be paid overtime for all hours worked in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week at the rate of time and one-half (1 ½) the regular hourly rate, but not both. Overtime shall not be pyramided. No employee covered by this Operational Supplement shall be required to work more than ten (10) hours in any one (1) shift once returned to the terminal absent operational necessity.

Part-time employees shall be paid overtime for all hours worked in excess of seven (7) hours in any one day or thirty-two (32) hours in any one week at the rate of time and one-half (1 ½) the regular hourly rate. Part-time (non-driving) employees shall be allowed to perform work on Saturday and Sunday at the straight time provided they have less than thirty-two (32) hours.

One and one-half (1 ½) times the employee's regular hourly rate shall be paid for all work performed by a full-time employee on Saturday, and two (2) times the employee's hourly rate shall be paid for all work performed by a full-time employee on Sunday.

F. Meal Break.

1. Full-Time Employees.

(a) A day's work for a full-time employee who is not assigned to a split-shift shall be exclusive of the up to sixty (60) minutes, as determined by the Company, for lunch, which period will be un-paid and shall not start before the end of the fourth hour and not later than the sixth hour. Full-time employees working a split shift shall not be entitled to a meal break.
[Hold Paid Breaks for Economics]

(b) If a full-time employee who is not assigned to a split-shift is called in prior to the start of his/her bidded shift, the employee may take his/her meal break at their 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 or contravene applicable law.

2. Part-Time Employees.

Part-time employees shall not be entitled to a meal break, or any other break, during their part-time work day unless required by applicable law. A part-time

employee working more than five (5) hours shall receive a fifteen (15) minute paid break. *[Hold Paid Breaks for Economics]*

G. Assignment of Overtime.

Overtime work, if any, that may occur in connection with the performance of a particular route shall stay with that route. Overtime assignments, when necessary to cover employee absences, shall be offered to unit personnel on the basis of seniority in the classification at the work location involved.

When overtime other than in connection with the performance of a route or coverage for an employee absence is necessary, the Employer shall offer the work to available employees in the classification at issue in order of seniority. To be available for overtime, an employee must have completed his work assignment. If no available employee accepts the work, the Employer shall assign the work in reverse order of seniority to the available employee(s) in the classification at issue.

ARTICLE
ELIGIBILITY REQUIREMENTS FOR HOLIDAY PAY.

In order to be entitled to holiday pay, an employee covered by this Operational Supplement must have completed his/her probationary period and must be a regular full-time or regular part-time employee. In addition, in order to be entitled to holiday pay, an employee must work his/her regularly scheduled work day immediately preceding the recognized holiday or his/her regularly scheduled work day immediately following the holiday, in addition to the holiday when scheduled as part of the duty shift, unless such absences are due to scheduled vacations or floating holidays, or absence due to illness or injury with a doctor's written authorization are otherwise expressly excused in writing by the Employer.

Excuses will not be provided, and holiday pay shall not be issued, to any employee who, on the day the designated holiday is observed, or on the employee's regularly scheduled work day immediately before and after the day the holiday is observed, is (1) on sick leave; (2) on FMLA Leave; (3) on an unpaid leave of absence; (4) on layoff, or (5) is not otherwise actively working for the Employer (e.g., on the job injury leave). Provided that:

(1) Regular employees are entitled to holiday pay if the holiday falls within the first (1st) thirty (30) days of absence due to illness, or non-occupational injury, or within the first (1st) six (6) months of absence due to occupational injury or during a period of permissible absence. This does not apply to employees taking leave of absence for full-time employment with the Union.

(2) Any laid off employee on the Employer's seniority list who works a day within the fifteen (15) days prior to the holiday and remains available for the full fifteen (15) days prior to the holiday shall receive compensation for such holiday. However, an employee who declines work during this period shall not qualify for holiday pay. This provision shall also apply to any laid off employee working out of classification provided they qualify as required in this section.

ARTICLE
ATTENDANCE (PUD)

Specific Contract Language to be proposed tracking the following elements:

1. 10 point plan.
2. .5 point per tardy or leave early.
3. 1 point for each single or successive day absence occurrence, regardless of accumulated sick leave (other than scheduled vacation, holiday or approved leave of absence *or prior approved daily absence*).
4. 2 points for each day of no call-no show; 3 points for 3rd day of no-call/no-show in a rolling 9 month period.
5. Progressive discipline:
 - * Subject to written warning at 8 points.
 - * Subject to second written warning at 9 points.
 - * Subject to discharge at 10 points.
6. Points to be calculated on a rolling twelve (9) month period.