

## ASSOCIATE CONCERN RESOLUTION PROCESS

In any business, concerns may arise with regard to wages, hours, working conditions, corrective action and termination decisions. At our company, we value our communications approach. If you have a concern with regard to discipline, wages, hours, working conditions or the manner in which a particular Company rule or procedure has been applied, or if you do not fully understand the reasons behind any Company action affecting you, you are requested to follow the steps outlined below.

### Step 1: Immediate Supervisor

You should first discuss the matter with your **immediate Supervisor** and ask for an explanation. It is to your benefit, as well as the Company's, to settle any misunderstanding this way.

### Step 2: General Manager

If you do not understand your supervisor's explanation or you feel his or her answer does not address your concern properly, you should explain the problem to your **General Manager**.

### Step 3: Human Resources Representative

If you do not understand your General Manager's explanation or you feel his or her answer does not address your concern properly, you should explain the problem to your **local Human Resources Representative**.

### Step 4: Director of Operations

If the local Human Resources Representative does not address the concern to your satisfaction, you should promptly contact your **Director of Operations**.

### Step 5: Director of Human Resources

If the Director of Operations does not address the concern to your satisfaction, you should promptly contact your **Director of Human Resources**.

### Step 6: Associate Relations Hotline

If these options don't work or aren't appropriate, please contact **Speak Up!** by calling our Associate Relations Hotline. This is an anonymous, third-party reporting option, through the **near** hotline.

<b>Immediate Supervisor</b>		
<b>General Manager</b>		
<b>Local HR Representative</b>		
<b>Director of Operations</b>		
<b>Director of Human Resources</b>		
<b>Speak Up!</b> Associate Relations Hotline		1-866-678-NEAR (6327), Option 2



# POLICIES & PROCEDURES

## 510.3A GENERAL WORK AND SAFETY RULES

### **PURPOSE**

DHL Supply Chain will not tolerate associate behavior that is offensive or harmful to the health, safety or morale of other associates, or to the interests of the organization or its customers. DHL Supply Chain communicates its stand in this area by developing policies to describe the kinds of behavior that are unacceptable and the rights and responsibilities of all parties.

### **SCOPE**

This policy applies to all DHL Supply Chain associates and sites in the United States and Canada, as well as visitors and others performing work at a DHL Supply Chain location. It includes expectations for behavior, as well as the consequences for when those expectations are not met. It also includes references to key related policies.

### **POLICY AND PROCEDURE**

#### **1. RESPONSIBILITIES**

- 1.1 It is management's responsibility to establish and enforce the General Work Rules and Safety Rules to maintain a safe and positive workplace.
- 1.2 It is management's responsibility to perform a complete and thorough investigation of a situation prior to enforcing disciplinary action.
- 1.3 It is the associate's responsibility to adhere to the guidelines, procedures and rules established by management. Associates are encouraged to speak with their manager or supervisor when clarification is needed.
- 1.4 Any associate who believes they have been unjustly accused of violating company policy may appeal, either orally or in writing, at any stage in the proceedings. Associates should refer to the Associate Concern Resolution Process for guidelines on addressing such issues.

#### **2. ACKNOWLEDGEMENTS AND DOCUMENTATION OF GENERAL WORK AND SAFETY RULES AND VIOLATIONS**

- 2.1 A copy of the General Work and Safety Rules is available at each DHL Supply Chain operation and a copy will be given to each associate during their new hire orientation. The Work and Safety Rules supplement this policy as Policies 510.3B and 510.3C.
- 2.2 Associates are asked to sign an Associate Acknowledgement Form to ensure receipt and understanding of both the General Work Rules and Safety Rules during orientation. Signed acknowledgements are filed in associates' personnel files at the operation.
- 2.3 General Work and Safety Rules violations are categorized as Class One and Class Two violations:
  - 2.3.1 Class One rule violations are subject to the 4-step progressive corrective action process as defined in Policy 210.5 Corrective Action.

2.3.1.1 Review of First and Second Written Notifications must be done by first-level supervision and next-level management. Signatures on First and Second Written Notifications are required from first-level supervision and next-level management.

2.3.1.2 Review of Final Written Notifications and Terminations must be done by first-level supervision, next-level management, senior site/department manager, director and local HR representative. Signatures on Final Written Notifications and Terminations are required from first-level supervision, next-level management, senior site/department manager and local HR representative.

2.3.2 A Class Two rule violation is considered gross misconduct and is grounds for termination of employment.

2.4 The Work and Safety Rules are provided in the attached documents and are intended to show the types of conduct and performance problems for which the progressive corrective action system is normally applied. In addition to the published rules, supplemental regulations and customer requirements may be added at different DHL Supply Chain operations as deemed necessary by site management.

### **3. ADMINISTRATION OF RULES VIOLATIONS**

3.1 Progressive corrective action is administered within three types of violations:

3.1.1 Work and Safety Rules as listed in the attached documents (Policies 510.3B and 510.3C).

3.1.2 Performance and Productivity rules as listed in the attached document (Policy 510.3B).

3.1.3 Attendance requirements as outlined in 520.1 Attendance and Punctuality (US) and Attendance Policy (CAN).

3.2 Corrective Action levels reached will remain in place for 12 months from date assessed and determine the next step in the progressive corrective action process. Final Written Notifications will remain relevant for 12 months from the date of issue unless otherwise indicated on the corrective action document.

# POLICIES & PROCEDURES

## 510.3B GENERAL WORK RULES

### POLICY AND PROCEDURE

The following list of Work Performance and Productivity Rules, while not exhaustive, is intended as a general guideline for associates working at DHL Supply Chain North America locations. All associates, as well as others working at DHL Supply Chain sites, are expected to follow these rules. These rules may be amended or modified at any time by management to provide a positive and productive work environment.

Some of these rules overlap with and support the Safety First Rules set forth in 510.3C and are indicated as such by this icon throughout this policy.



**A. Class One** rule violations are subject to the 4-step progressive corrective action process defined in Policy 210.5 Corrective Action.

### **Work Rule Violations**

- 1) Failing to follow proper time-keeping procedures and site-specific attendance and punctuality guidelines.
- 2) Leaving an assigned duty without good cause and without authorization from or at the direction of a member of management.
- 3) Failure to be at an assigned work area at the beginning and end of a scheduled work shift or wasting company time.
- 4) Failure to leave the company's building and other working areas of the property following the end of one's scheduled shift, unless still working or on company business. Loitering in the company's building, grounds and other working areas of the property before or after work shift is a violation.
- 5) Gambling on company premises.
- 6) In order to avoid interference with work, the solicitation of funds or distribution of literature during working time is not permitted. Whether during working time or not, distribution of literature in any working area is prohibited. Working time means periods when associates are performing job duties, but does not include associates' own time such as lunch and break periods. However, an associate who is on break may not solicit or distribute literature to an associate who is on working time. See Policy 120.1 Solicitation (US) and Solicitation Policy (CAN) for further information.
- 7) Discourteous or impolite treatment of associates, managers, customers or other authorized visitors.
- 8) Use of tobacco products in violation of Policy 510.1 Tobacco-Free Workplace.
- 9) The unauthorized use of a cellular phone, pager or other mobile device, headphones or other electronic devices in a work or production area is prohibited.
- 10) Misuse or unauthorized use of company telephones, computers, photocopiers, fax machines, or other equipment and property.
- 11) Acceptance of gratuities, except where permitted under site-specific guidelines.



- 12) Littering, spitting or any other activity creating or contributing to unsanitary or unsafe working conditions.
- 13) Failure to maintain a neat, clean and professional appearance while on the job. Personal dress that is unsafe or disruptive to others is not permitted. All associates must comply with any applicable site dress code or uniform policy.

### **Performance and Productivity Rule Violations**

- 1) Poor work performance and/or failure to follow proper procedures.
  - a. Failure to meet productivity standards.
  - b. Failure to meet established quality standards.

**B. Class Two** rule violations are extremely important. Due to the serious nature of these rules, violation is considered gross misconduct and is grounds for termination of employment on the first occurrence.

### **Work Rule Violations**

- 1) Dishonesty of any kind, including, but not limited to, falsifying employment data, reports, timecards, or time records. This includes knowingly punching another's timecard.
- 2) Threatening or inflicting bodily harm on a co-worker, supervisor, manager or customer.
- 3) Theft of another associate's property, company property, customer property, or government property; or contributing to the theft of any property. Offenders may be prosecuted.
- 4) Sabotage, tampering with, or deliberate destruction of any associate, company, customer or vendor property. Offenders may be prosecuted.
- 5) Conviction of a serious felony that closely relates to the nature of the position held. The company reserves the right to inquire about additional circumstances to make an individualized assessment.
- 6) Possession of firearms, explosives or other weapons on company premises, unless specifically authorized pursuant to law.
- 7) Possession of, unauthorized use of, sale or distribution of, or being under the influence of intoxicating beverages, unauthorized prescriptions or illegal drugs while on company property or in company vehicles; testing positive for illegal drugs, or being under the influence of intoxicating beverages during working time. See Policy 220.9 Drug- and Alcohol-Free Workplace (US) for specific information regarding these restrictions.
- 8) Failure to report and adhere to any work restrictions that may limit one's ability to perform expected duties. This is inclusive of the use of prescription drugs or over-the-counter medications that could impact job performance. See Policy 220.9 Drug- and Alcohol-Free Workplace (US) for additional information.



- 9) Misuse of Leave of Absence, using for purposes or reasons other than designated in application for Leave of Absence, illness or disability per Leave of Absence Policies.
- 10) Unauthorized communication of confidential information.
- 11) Sleeping on the job during working hours.
- 12) Failure to report for a scheduled company physical examination or drug screen, or the submission of an altered specimen during a drug test.
- 13) The malicious use of obscene, profane or abusive language and/or hand or body gestures toward fellow associates, vendors, customers or managers.
- 14) Acts of insubordination or refusal to perform work assignments or follow direct instructions as directed by management.
- 15) Off-duty misconduct that impairs the essential basis for trust in the associate's honesty and safety.
- 16) Workplace harassment as defined by Policy 220.10 and Policy 230.1 Workplace Harassment.
- 17) Unauthorized entering or leaving company premises.
- 18) Endangering others by recklessness or horseplay.
- 19) Intentionally neglecting job duties or responsibilities.
- 20) Intentional restriction or delay of production or inciting others to do the same.
- 21) The use of a camera, video recorder, or audio recorder by an associate, (inclusive of those hidden/undisclosed photographic, video or voice recording capabilities on phones or similar devices) on Company property without the consent and approval from Human Resources Director and Legal.



# POLICIES & PROCEDURES

## 510.3C WORK SAFETY RULES

### POLICY AND PROCEDURE

All associates must comply with all company Health, Safety and Environmental (HS&E) procedures at all times. The following list of Safety Rules, while not entirely inclusive, is intended as a summary of the most common safety work rules to ensure associates work safely on the job. These rules shall apply to visitors, associates and all others performing work at a DHL Supply Chain North America location. These Safety Rules may be amended or modified at any time by management to provide a safe and productive work environment. In addition, sites may adopt site-specific procedures and processes to assist in supporting this environment.

We have established Safety First Values that serve as a foundation for safe work behavior and set expectations for every associate:

- COMPLY with the law, standards and procedures
- INTERVENE in unsafe or non-compliant situations
- RESPECT others



Some of these rules have been identified in support of the Safety First Rules and are indicated as such by this icon throughout this policy.

#### **A. Safety Rules**

Violations of the following **Safety Rules** are considered as **Class One** and are subject to the 4-step progressive corrective action process defined in Policy 210.5 Corrective Action:







- 1) Maintain a clean and tidy work environment. Floors must be kept free of standing water or any fluids. It is the responsibility of the associate first discovering the fluid to notify their supervisor to initiate cleanup by qualified personnel.
- 2) Aisles and emergency exits must be kept clear at all times (a minimum 36-inch width must be maintained).
- 3) Access to fire extinguishers, fire hoses, sprinkler shut-off valves and emergency eyewash/shower stations must not be blocked. Merchandise and or equipment must not be placed less than 36 inches from overhead sprinkler heads and electrical panels at any time.
- 4) All products and materials must be stored in a safe and stable manner according to site work instructions or other guidance.
- 5) Designated walkways and pedestrian doors must always be used where provided.
- 6) Safe lifting practices must be followed at all times.
- 7) Where required, company-issued uniforms must be worn while working in the facility.
- 8) Associates must always have three points of contact when entering or exiting vehicles or Material Handling Equipment (MHE) and when climbing stairs or ladders.
- 9) An associate working with a chemical container must ensure the chemical container is properly labeled, with applicable hazard warning.
- 10) Associates may perform a job only if they understand the hazards involved, are properly trained for the task, and feel comfortable doing it.
- 11) Operators shall perform safe operation checks of all MHE at least once per shift.
- 12) Operators shall check all trailers, containers and railroad cars for damage and other structural weaknesses. Operators should not load or unload known defective equipment.









- 13) Eating and/or drinking liquids are not permitted in operating locations except in the offices, break room, or conference rooms. Where specifically allowed, water may be consumed in operating areas.







**B. Critical Safety Rules**

The following **Critical Safety Rules** are extremely important. Due to the serious nature of these rules, violations of the Critical Safety Way Rules are classified as Class Two in Policy 210.5 Corrective Action. Accordingly, any violation of a Critical Safety Rule is considered gross misconduct and is grounds for termination of employment on the first occurrence.

Explanation	Rule
1) Known use of unsafe equipment is prohibited. Do not operate Material Handling Equipment (MHE) that is damaged or that has a leak in its fuel or hydraulic system.	Do not use unsafe or damaged MHE or other equipment
2) All unsafe conditions, equipment and/or known workplace incidents must be reported to site management immediately whether or not damage occurs.	 Immediately report all injuries, accidents and unsafe conditions.
3) Associates must use all applicable and required Personal Protective Equipment (PPE) according to operating instructions. Where required, company-issued High Visibility Safety Wear must be worn while working in the facility.	 Wear specified safety and protective gear.
4) Climbing on, in or up racks or pallets is strictly prohibited.	Do not stand, walk or climb on pallets or racks
5) Protect yourself from falling when working at heights above 4 feet and when there are no handrails. Fall arrest harnesses must be worn in lift cages.	 Use appropriate safety equipment to prevent falls.
6) No “Hot Work” (welding or electrical) may be performed in any operating area except by authorized personnel and with a valid hot work permit.	 No Hot Work may be performed except by authorized personnel with a valid work permit
7) No associate may enter a confined space unless approved by an authorized safety representative, unless properly trained, and utilizing the appropriate permit. Confined spaces are those not designed for human occupancy and may include spaces such	Do not enter a confined space without required training, permits, and protective equipment

as tanks, tank trucks, vessels, excavations deeper than 6 feet, or other areas as defined by the site safety plan.

<p>8) Jumping off docks, trailers, lift gates or Material Handling Equipment (MHE) is prohibited.</p>		<p>Never jump off docks, lift gates, trailers or MHE</p>
<p>9) Do not position any part of your body in a compactor, outside or below open dock doors, in front of moving objects, under the elevated portion of any MHE (loaded or empty), or in pinch or crush zones of machinery.</p>		<p>Do not position any part of your body in a compactor, below open dock doors, in front of moving objects, under elevated MHE, or in pinch zones of machinery</p>
<p>10) Do not compromise safety features or bypass safety guarding or interlocks on any equipment.</p>		<p>Do not compromise safety features or bypass safety guarding or interlocks on any equipment</p>
<p>11) Isolate energy sources before conducting any work. Lock-out, tag-out, and test before servicing equipment. Only properly trained and qualified associates are permitted to perform these functions.</p>		<p>Isolate energy sources, lock-out and tag-out before servicing equipment</p>
<p>12) Wear seatbelts or safety harness in all powered vehicles and MHE where provided.</p>		<p>Wear seatbelts in all moving vehicles and MHE where provided</p>
<p>13) Associates shall not operate any MHE until a designated instructor has properly trained them and documentation is complete.</p>		<p>Qualified/Authorized and Trained users only.</p>
<p>14) Associates shall not place any part of their bodies outside the operator enclosure of any vehicle or between mast uprights or other parts of the vehicle. No riders shall be permitted on vehicles that are designed for one operator only.</p>		<p>Keep all body parts inside MHE; no riders permitted on any part of MHE</p>
<p>15) MHE shall not be driven up to anyone standing in front of a rack, wall or other fixed object of such size that the person could be caught between the equipment and the object.</p>		<p>When operating MHE, do not approach pedestrians in any way that they could be crushed</p>

<p>16) MHE operators must not engage in distracting activities while operating MHE. This includes operation of RF units.</p>		<p>Do not engage in distracting activities while operating MHE</p>
<p>17) MHE operators may not operate equipment in areas where there is an obstructed view without proper training and the use of a properly trained spotter.</p>		<p>Never operate MHE if there is an obstructed view, without proper training or without a trained spotter</p>
<p>18) Operators shall not enter unsecured trailers, containers and railroad cars</p>		<p>Do not enter an unsecured trailer, container or railroad car</p>
<p>19) Propane tanks and high-pressure gas cylinders may not be carried by forklifts except when secured to storage racks. Gas cylinders must have cylinder valve safety caps in place during transportation and when not in use. Always secure gas cylinders to protect them from falling over.</p>		<p>Do not carry propane tanks or high-pressure gas cylinders using a forklift unless the tank is secured to a storage rack</p>
<p>20) Associates are only to use approved box-cutting tools. These tools are to be used only for their intended purpose.</p>		<p>Only use approved safety knives.</p>
<p>21) Lifting a load by two or more trucks together is prohibited.</p>		<p>Lifting a load by two or more trucks together is prohibited</p>

### **POLICY AND PROCEDURE**

The following list of Transportation Safety Rules, while not exhaustive, is intended as a general guideline for associates, including temporary associates and others driving on behalf of DHL Supply Chain sites engaged in transportation services regulated by federal, state, or local governmental agencies. This policy may be amended or modified and republished at any time by DHL management to maintain a positive and productive work environment.

Some of these rules have been identified in support of the Safety First Rules as outlined in 510.3C and are indicated as such by this icon throughout this policy.



The safety rules and violations detailed in this policy are intended to identify the fundamental types of misconduct and performance issues that require corrective action.

**Class One Rule** violations are subject to the 4-step progressive corrective action process as defined in Policy 210.5 - Corrective Action.

#### **General**

1. Any general violation of the Transportation Safety & Compliance policy that isn't specified within this policy. Policy Link - [Click Here](#)

#### **Accident Reporting**

1. Late report of a workplace injury or vehicle accident.

#### **Driver Behavior**

1. Failure to report Fit-For-Duty, unless excused by operation of law, defined as a driver's readiness for work by maintaining proper health; rest, diet; mental alertness; adequate available hours of service as required by federal and/or state Hours Of Services regulations; valid license or operating credentials required for the job; and free from the influence of prescription drugs which may affect safe operation of the vehicle.
2. Failure to drive in a manner consistent with applicable traffic laws; including driving while distracted.
3. Loss of or damage to company equipment.
4. Failure to demonstrate a professional attitude towards the general public, law enforcement or customers.
5. Failure to complete pre and/or post trip inspections and reports.
6. Failure to follow routing design "running off-route" except where such failure is the result of road closures and/or detours.
7. Failure to participate in required safety meeting.
8. Failure to successfully and timely complete safety training.



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Title: 510.3D TRANSPORTATION SAFETY RULES

Revised: January 2020

Policy Owner: Human Resources

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**Driver Qualification**

1. Failure to report moving violations within 30 days of conviction.
2. Failure to accurately report moving violation history during the annual review.

**(HOS) - Hours of Service**

1. Failure to submit a Record of Duty Status or Time Sheet.
2. Failure to notify Site Management of limited available HOS that impacts the business.
3. Driving while in violation of HOS regulations – Non CSA Violation – (Reference Table A1)

**(CSA) – Compliance, Safety, and Accountability**

1. CSA Violations with a D.O.T. severity weight of less than 10 points
2. CSA Violations which do not put a driver / vehicle Out-Of-Service (Reference Table A1)
3. Formal disciplinary action taken in accordance with SpeedGauge Procedures (where applicable).

**Roadside Inspection**

1. Failure to comply with required weigh station stop
2. Failure to submit roadside inspection reports to Site Management within 24 hours of receipt.

**Class Two Rules** are extremely important. Due to the serious nature of these rules, violation is considered gross misconduct and is grounds, at the employer's sole discretion, for termination of employment on the first occurrence.

**Accident Reporting**

1. Failure to report a work place injury or accident; or late report of a DOT Recordable Accident that results in a failure to complete DOT-mandated post-accident drug & alcohol testing; failing or refusing to complete a DOT Recordable post-accident drug & alcohol test as directed by DHL management.
2. Falsifying injury or accident investigation documentation; or providing false information relevant to the incident or accident; or tampering with evidence; or attempting to coerce witnesses or investigators.

**Driver Qualification**

1. Allowing/directing the use of an unqualified driver, not limited to an unqualified associate who drives without authorization.
2. Driving with suspended or lost commercial operator privileges required for the job or driving while medically unqualified or failure to maintain proper license endorsements.
3. Failure to immediately report a citation or conviction of Driving Under the Influence (DUI), or other alcohol or drug related offense.
4. Failure to maintain driver qualification status - refer to Minimum Driver Qualification Standard policy.
5. Failure to report the use of prescription drugs or over-the-counter medications that could affect safety operation and/or delivery performance.



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Title: 510.3D TRANSPORTATION SAFETY RULES

Revised: February 2020

Policy Owner: Human Resources

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### **HOS - Hours of Service**

1. Allowing/directing any driver to drive in violation of the Hours-of-Service Regulations.
2. Falsification of Record of Duty Status (electronic and/or paper logs or time sheet). Including, but not limited to, failure to report any part-time or additional employment.
3. Deliberately driving without available hours.
4. Driving while in violation of HOS regulations – Non CSA Violation(s) – (Reference Table A1)

### **CSA – Compliance, Safety, and Accountability**

1. Any CSA violation with a Severity Weight of 10 points
2. CSA Violations which put a driver / vehicle Out-Of-Service (Reference Table A1) or otherwise listed in this policy.

### **Driver Behavior**

1. Unauthorized use of company equipment
2. Failure to wear safety belt properly while vehicle is in motion.
3. Tampering with or altering company equipment
4. Fuel card misuse and/or theft

### **Controlled Substance & Alcohol Use**

1. Violation of the Controlled Substance and Alcohol Use Policy (D.O.T. and non-D.O.T. policies)

### **Roadside Inspection**

1. Violating an Out-of-Service notice.
2. Failure to comply with the expressed instructions of a DOT or law enforcement officer.

### **Unauthorized Passenger**

1. Failure to receive proper authorization to transport any person or animal in a company commercial motor vehicle.

### **Mobile Telephone**

1. Use of a handheld device such as a mobile telephone or other electronic device while driving a commercial motor vehicle.
2. Drivers are strictly prohibited from talking, texting or other general use of a mobile telephone or electronic handheld device (includes Bluetooth or wired headsets) while driving. The term driving includes all time spent in traffic, at a traffic control device or any other situation where the CMV is not parked safely to the side of or off a public roadway

**Table A1:**

Category	Hours of Service Violations	Compliance, Safety, and Accountability (CSA) Violations	DHL Supply Chain Work Rule Violations (includes SpeedGauge)	Controlled Substance and Alcohol Violations
<b>Violation Type</b>	<b>XRS - Violations</b>	<b>D.O.T. Citation issued by CSA Officer</b>	<b>510.3 (D)Transportation Safety Work Rule Violations***</b>	<b>CSA Violations and Transportation Safety Work Rule Violations</b>
<b>1st Written</b>	<b>1st XRS HOS</b> Violation < 15 minutes	<b>1st Class 1</b> CSA Violation	<b>1st Class 1</b> Transportation Safety Work Rule Violation	N/A
<b>2nd Written</b>	<b>2nd XRS HOS</b> Violation < 15 minutes	<b>2nd Class 1</b> CSA Violation	<b>2nd Class 1</b> Transportation Safety Work Rule Violation	N/A
<b>Final Written</b>	<b>3rd XRS HOS</b> Violation < 15 minutes or <b>1st XRS HOS</b> Violation > 15 minutes	<b>3rd Class 1</b> CSA Violation or <b>1st Class 2</b> CSA Violation or <b>1st Out-of-Service</b> CSA Violation	<b>3rd Class 1</b> Transportation Safety Work Rule Violation or <b>1st Class 2</b> Transportation Safety Work Rule Violation	N/A
<b>Termination</b>	Any violation of Transportation Safety Policy 510.3(D) within 12 months of receipt of a Final Written Warning.	Any violation of Transportation Safety Policy 510.3(D) within 12 months of receipt of a Final Written Warning.	Any violation of Transportation Safety Policy 510.3(D) within 12 months of receipt of a Final Written Warning.	<b>1st Violation</b>

\*\*\* Corrective Action levels reached will remain in place for 12 months from date assessed and determine the next step in the progressive corrective action process. Final Written Notifications will remain relevant for 12 months from the date of issue unless otherwise indicated on the corrective action document.

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Title: 510.3D TRANSPORTATION SAFETY RULES

Revised: February 2020

Policy Owner: Human Resources

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# POLICIES & PROCEDURES

## 210.5 CORRECTIVE ACTION

### PURPOSE

When an associate's performance is unsatisfactory or when company rules or policies have been violated, disciplinary measures may become necessary. DHL Supply Chain has developed Progressive Discipline procedures to reduce disciplinary problems by informing associates of consequences of their behavior. These policies reassure associates about the fairness of the company and its willingness to protect them from the unacceptable behavior of others. They also provide a method for associates to improve behavior and thereby avoid possible serious consequences.

### POLICY AND PROCEDURE

#### 1. IDENTIFYING THE PROBLEM

- 1.1 Poor performance or other forms of unacceptable behavior, as discussed in Policy 510.3 General Work and Safety Rules may call for corrective or disciplinary action. The problem may involve a single incident or a series of infractions.
- 1.2 Managers and supervisors, in their communications with associates, should clearly articulate their expectations concerning job performance and associate conduct. The standards of conduct by which associates are expected to abide are set forth in the Associate Handbook and the Policy 510.3 General Work and Safety Rules. Before discipline is imposed, the manager or supervisor must conduct whatever investigation is needed to determine if disciplinary action is warranted. The manager or supervisor must get the associate's side of the story, when conducting an administrative investigation.
- 1.3 The manager should confer with the local Human Resources Manager or representative to ensure consistency in the application of progressive discipline.
- 1.4 To whatever extent possible, the problem should be stated in objective, quantifiable language. Performance problems should be related to previously agreed upon performance standards, so that a clear discrepancy can be shown between expected performance and actual performance.

#### 2. PROGRESSIVE DISCIPLINE

- 2.1 In most cases, disciplinary action should be taken progressively, with discharge occurring only after other appropriate measures have proven unsuccessful in correcting the problem. Refer to Policy 510.3 General Work and Safety Rules for determinations of which disciplinary action should be applied when violations of particular work rules apply.
- 2.2 In most cases, the warning should involve a series of steps in which specific areas requiring the improvement are communicated to the associate. All steps in the process should be documented using the Corrective Action Notice attached below. Supporting documentation such as productivity reports, etc. should be attached to the appropriate notice. Steps should include:
  - (a) **First Written Notification** – a discussion with the associate concerning their shortcoming(s) or work rule violation(s). This discussion should include what is required to correct the situation and why it is important to observe this rule or perform in a certain manner.
  - (b) **Second Written Notification** – a more formal discussion with the associate concerning their shortcoming(s) or work rule violation(s), documenting what must be done to correct the situation, why it is important to observe this rule or perform in a certain manner and what will occur should the undesirable behavior or performance continue.
  - (c) **Final Written Notification** - a final discussion with the associate concerning their shortcoming(s) or work rule violation(s), documenting what must be done to immediately

Title: 210.5 CORRECTIVE ACTION

Revised: February 2014

Policy Owner: Human Resources

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correct the situation, why it is important to observe this rule or perform in a certain manner and that failure to correct the matter or a reoccurrence will result in termination of employment.

(d) **Termination** – the last step in progressive discipline.

2.3 Before proceeding, managers and supervisors should review disciplinary actions with the most senior site manager.

2.4 For all disciplinary actions, it is essential that the events and the circumstances surrounding the action be carefully documented. Warning letters, records of counseling, interviews, reports, and other pertinent data must be maintained by the manager or supervisor.

### 3. CONDITIONS FOR IMMEDIATE TERMINATION

3.1 Violations of the Class Two Work and Safety Rules, as outlined in Policy 510.3 General Work and Safety Rules are cause for immediate termination of employment. The facts leading to the termination must be reviewed with the most senior site manager and the local Human Resources Manager or Representative before the discharge decision is finalized.

3.2 If an administrative investigation or management review is warranted and for instances where additional exposure exists from the associate's presence on the premises, the associate must be suspended without pay pending further investigation. The associate will continue on suspension status until the administrative investigation or management review is complete.

(a) If the findings of the administrative investigation or management review reveal the associate was in violation, the associate is either terminated from employment or issued a Final Written Notification.

(b) If the associate is returned to work, he/she will be paid for the time of the suspension.

3.3 For procedural details regarding termination, refer to Policy 210.3 Termination.

### **PURPOSE**

As DHL Supply Chain associates, we believe in conducting our business fairly and responsibly. We believe in setting standards for quality and customer service. We believe in providing a safe environment for our associates and customers. Our Fit for Duty Policy supports each of these goals.

It is widely recognized that being impaired while on the job—whether by drugs, alcohol, or other factors—poses serious safety and health risks, not only for the individual involved but for all those who work with or otherwise come into contact with that individual. The company believes that maintaining a workplace where everyone is aligned in minimizing work-related accidents is a crucial step toward ensuring that our associates, and the families and communities that depend on them, remain safe. This Fit for Duty Policy is designed to better define and implement that goal.

This Policy addresses these problems before they start and is intended to provide a framework for dealing with the difficult, and often sensitive, issues stemming from the reasons why an associate may not be fit for work, which may include substance abuse or other reasons. DHL Supply Chain believes that early intervention in such problem areas can assist individuals to better deal with a situation which might otherwise put at risk the health and safety of the associate and others. It also provides guidelines on handling situations where there is reasonable cause to suspect impairment on the job may be due to a substance abuse or other health related issue.

### **SCOPE**

Focused on safety, support, prevention and treatment, this policy applies to all associates and applicants in the United States, with the exception of those required to follow DOT regulations or who are covered under the Non-DOT Controlled Substance and Alcohol Abuse Policy. Driver associates are covered under the DOT or Non-DOT Controlled Substance and Alcohol Abuse Policies. A Driver associate may be covered under this policy related to issues on which the Controlled Substance and Alcohol Abuse policies are silent. Please consult with the Transportation Safety and Compliance Department for further details.

### **POLICY & PROCEDURE**

#### **1. DEFINITIONS**

- 1.1 **Alcohol**- Any intoxicant in alcoholic beverages or any low molecular weight alcohol, such as methyl, ethyl or isopropyl. The term includes, among others, beer, wine, spirits and Medications, such as cough syrups containing alcohol;
- 1.2 **Drug(s)**- Any substance, including Illegal Drugs and Medications, the use of which has the potential to alter or adversely affect a person's physiological and/or psychological state such that it impairs their ability to safely perform work functions;
- 1.3 **Fit for Duty**- A state (physical, mental and emotional) which allows the individual to perform assigned tasks competently, productively and in a manner which does not compromise or threaten the safety or health of that individual or others. The final determination of what constitutes Fit for Duty for any specific task will be in the sole discretion of the company using the guidelines provided by this Policy and, where applicable and appropriate, other available assessment procedures.
- 1.4 **Illegal Drug(s)** - Controlled substances whose possession and use are prohibited under state or federal law, (other than prescribed medications taken pursuant to and in accordance with doctor's order), look-alike drugs and designer drugs.

- 1.5 **Medication(s)**- any medication obtained:
- a) in an **over-the-counter** sale; or
  - b) by an Employee pursuant to the **prescription** issued by an authorized, prescribing, medical professional.

- 1.6 **Workplace** means, but is not limited to:
- a) Company owned, leased, or operated buildings and/or vehicles;
  - b) Company hosted meetings or events;
  - c) Any other location or area in which DHL Supply Chain associates perform work; and
  - d) Company premises and additional surrounding areas, including vehicles on company property.

## 2. GENERAL GOALS & EXPECTATIONS

- 2.1 The company strives to ensure the safety and wellbeing of associates, individuals conducting business in our workplaces, and other individuals with whom we interact in the course of our work duties. Achieving these goals requires associates to identify and report all safety issues and breaches of this Policy to the company.
- 2.2 Our company maintains the right to test in the following avenues: Pre-employment, safety-sensitive and security-sensitive positions, post-accident, for DOT requirements, and for Reasonable Suspicion. Random drug testing will be utilized when required for DOT-regulated positions and customer requirements. Utilization of random testing in these circumstances requires approval of Sector HR and Labor Strategy VPs.
- 2.3 All associates working at DHL Supply Chain are expected to report Fit for Duty at the start of each work period, and remain Fit for Duty throughout each work period, ensuring that they are not impaired in any way while at work, whether it be due to Drugs, Alcohol or other cause.
- 2.4 Associates that are contacted to report to work for emergency or other unscheduled reasons must not accept a work assignment if they are not Fit for Duty, or have any reason to believe their ability to work safely and effectively may be impaired by Drugs, Alcohol, or any other cause.
- 2.5 In accordance with applicable law, the company also strives to provide a safe workplace and safe systems of work, which includes the elimination of known hazards in the workplace. To achieve that goal, the company and associates must take reasonable precautions to ensure that all associates on company property are Fit for Duty so as to minimize risks both to themselves and others.
- 2.6 Where appropriate and practical, supervisors are responsible for assessing whether an individual is Fit for Duty at the start of, and throughout, each work period. Associates who are assessed and suspected to be not Fit for Duty at work will be sent home immediately. Transportation will be arranged. The supervisor is responsible for documenting any incident where an individual is found not Fit for Duty.
- 2.7 All associates must notify their managers, supervisors or occupational health and safety representatives of any situation in which this Policy may have been breached. This includes:
- a) any situation in which an individual in the workplace appears to be not Fit for Duty;
  - b) the unauthorized possession or consumption of Illegal Drugs or Alcohol on company property or during the work period by another individual;

- c) the manufacture, transportation, sale or purchase of Drugs or Alcohol while on company business or company property; and
  - d) any other known or suspected breach of this Policy or the Drug and Alcohol Free Workplace policy.
- 2.8 Associates can be assured that any conversations or documentation received concerning the enforcement of or compliance with this Policy will be treated as confidentially as possible, abiding by all relevant privacy legislation and on a “need to know” basis only.

### **3. DRUGS AND ALCOHOL**

- 3.1 In conjunction with this Policy, as a condition of employment, the rules set out in this section shall apply to all associates.
- 3.2 The company prohibits the possession, use, transfer, distribution, manufacture and/or sale of Drugs or Alcohol in the workplace unless the Exclusion set out in section 3.4, strictly complied with, applies. A violation of this rule may result in disciplinary action up to and including termination of employment for cause.
- 3.3 Reporting to work not Fit for Duty may result in disciplinary action up to and including termination of employment for cause.
- 3.4 Exclusion: An associate who is taking Medication that may impair the associate’s ability to safely and effectively perform their work must report such use to their manager, as defined prior to a violation of this Policy, as follows:
- a) For **over-the-counter Medication**: when the consumption of any over-the-counter medication impairs the associate’s ability to safely and effectively perform his or her work duties, the associate is required to report their use of the over-the-counter medication to their manager prior to reporting for work, but in any event, immediately upon reporting to work, so as not to create a workplace hazard.
    - i. If the associate is not Fit for Duty as a result of taking over-the-counter Medication, they may be sent home immediately, without pay. If they have been found not Fit for Duty prior to disclosing their use of over-the-counter Medication, they may be subject to disciplinary action up to and including termination of employment for just cause.
  - b) For **prescription Medication** that impairs the associate’s ability to safely and effectively perform his or her work duties, the associate is required to report such use to their supervisor, manager, or HR, immediately prior to reporting for work, but in any event, immediately upon reporting to work. If the associate is unable to perform the essential functions of the job in a safe and productive manner as a result of side effects of the Medication, the company will take steps to determine if accommodation can be made to address the side effects. The associate must cooperate with the company and participate in the interactive process, working with their medical professional to address the side effects.
  - c) With respect to any Medication, HR may undertake the following review, to the extent consistent with and allowed by applicable law:
    - i. Determine if a job review by a medical professional is required to ensure the associate can continue to perform the essential functions of the job in a safe and productive manner, while taking the Medication. In this case, the associate may be asked to submit to their supervisor a

release from their medical professional concerning whether the associate can perform the essential functions of the job in a safe and productive manner.

- ii. If the associate is unable to perform the essential functions of their job in a safe and productive manner while taking the Medication, determine if an alternate and temporary work function is available to perform while the associate is taking the Medication. If not, the associate may be placed on leave until the Medication cycle is completed.

3.5 A violation of this Policy may result in disciplinary action, up to and including termination of employment for just cause for breach of this Policy.

#### **4. TESTING PROGRAM**

Our company utilizes urinalysis for all forms of drug testing, unless otherwise mandated by the customer. Urinalysis testing will be utilized for all drivers as outlined in Department of Transportation regulations. Various methods, based on federal, state or local law, may be used for alcohol screenings/tests to obtain results.

- 4.1 Pre-Employment – **All applicants who accept a contingent offer of employment** (including potential rehires) **must successfully complete a pre-employment drug test prior to beginning employment with Supply Chain North America.** A failed test will result in denial of employment. The drug panel tests utilized will be a 4-panel drug test. At times more than a 4-panel may be required. Selection of panels must be consistent for all drug-testing at the site and meet contract requirements if defined.
- 4.2 Post-Accident – A 5 panel drug test and an alcohol test are required when an associate appears to cause, contribute to or is involved in an on-the-job accident that results in one or more of the following:
  - (a) Bodily injury to include fatality
  - (b) Lost time
  - (c) The impairment of business operations
  - (d) Property damage (building, equipment, customer product)
- 4.3 Reasonable Suspicion – This testing is more difficult to define and requires proper documentation. This is appropriate in situations where there is reason to believe that an associate is not Fit For Duty, as evidenced by one or more of the following:
  - (a) Erratic or abnormal behavior
  - (b) A report (from a reliable source) of drug or alcohol use during or immediately before work
  - (c) Direct observation of use or possession during or immediately before work

#### **5. TESTING PROCEDURE**

Upon post-accident testing and/or Fit For Duty testing is appropriate, site management shall take the following actions:

- 5.1 The manager should speak with the associate in private. Do not demean or show disrespect to the associate. You are to explain why the associate is being tested. Do not threaten the associate in any manner. Remember that certain drugs can aggravate aggressive behavior; so stick to the issue at hand and try not to elevate the already fragile nature of the conversation. Conduct the interview with the intent to determine if the associate is under the influence of drugs or alcohol.

- 5.2 If it is determined that testing is to be administered, request that the associate submit to an alcohol or drug test in accordance with this policy. The associate should not consume excessive food or beverages while in transit to the testing facility.
- 5.3 Have the associate sign the “Consent and Agreement” form provided as a supplement to this policy).
- 5.4 If an associate requires immediate medical attention, drug testing may be performed by the treating medical facility.
- 5.5 Make transportation arrangements and accompany the associate to the appropriate testing or sample collection facility.
- 5.6 Make transportation arrangements for the associate to go home following the testing or sample collection.
- 5.7 Advise the associate that a company official will contact them once testing results are obtained.
- 5.8 Ensure that the test results are reported back to the manager and that contact is made with the associate as soon as possible to update their status.

## **6. TALKING WITH THE ASSOCIATE**

- 6.1 Time is of the essence when testing is concerned. Some drugs leave a person’s system much faster than others do. Therefore, it is appropriate to test at the time an associate is suspected of having the drug in their system.
- 6.2 Do not compromise safety. If an associate is injured in an on-the-job accident, obtaining proper medical care takes precedence over a drug or alcohol test.
- 6.3 It is your responsibility as the associate’s supervisor/manager to make certain the associate arrives at the testing location. If you cannot leave the facility, you must assign another manager or supervisor to escort the associate to the clinic. You or the assigned escort(s) is required to stay at the clinic throughout the procedure and then bring the associate back to the unit. If the associate has exhibited signs of violence or aggressive behavior, take precautions as necessary and contact local authorities.
- 6.4 Once you and the associate have arrived back at the site, send the associate home. They may contact a friend or relative for a ride. If transportation cannot be arranged, call a taxi service and provide the associate with a paid ride home. Do not give the associate cash for the taxi; instead have the taxi service bill the site. The associate is to remain off-site and not return to work until a negative result has been reported to our company.
- 6.5 Report to the appropriate local law enforcement authorities any associates who are believed to be impaired and insist on driving themselves home.
- 6.6 In situations in which a clinic is unavailable to conduct testing (i.e., testing is required outside of clinic business hours, and/or no clinic, hospital or testing clinic available within 20 miles), the site may utilize

a testing vendor that provides on-site drug testing. Approval of on-site drug testing vendor requires the following elements to be in place:

- Drug test used by vendor complies with Supply Chain North America's drug panel requirements and also has the ability to produce various other methods to obtain alcohol testing results that are in accordance with either customer requirements or federal, state or local law.
  - A representative/employee of vendor is present for collection/testing of sample.
- Vendor representative/employee should have chain of custody or sole control of testing equipment and sample at all times.
- At no point should a company associate or manager be responsible for administering the test, handling testing equipment or the sample.

Sites that have established the need for on-site drug testing (based on criteria listed above) are placed on the *Approved On-Site Drug Testing Site list*. Only sites included in this list are eligible for usage of an on-site drug testing vendor.

Approval for the use of an on-site drug testing vendor requires approval from:

- Site General Manager
- Area Human Resource Director
- VP Labor Relations and VP Human Resources
- VP Operations (supporting site account)

*On-Site Drug Testing Vendor Approval* Form should be completed and forwarded through the above approval chain. Completed forms are to be forwarded to VP Labor Relations.

## **7. CONDUCT AND HANDLING OF TEST RESULTS**

- 7.1 The laboratory will communicate the results of any test to the site manager.
- 7.2 A positive test result is defined as a result indicating an associate is/was under the influence of illegal drugs, and/or alcohol.
- 7.3 Negative results will be communicated confidentially in person to the associate by a member of management. If an associate has been suspended pending the results of the testing, the associate will be reinstated with back pay for any time missed solely due to the suspension while awaiting test results.
- 7.4 A positive test result, confirmed by an MRO, or positive Breath Alcohol Test, is defined as a result indicating an associate has violated the Drug- and Alcohol-Free Workplace Policy. These results should be communicated confidentially in person to the associate with two representatives of management present.
- 7.5 Tests resulting in a "negative dilute" finding will be handled as outlined below:
- (a) Negative Dilute (Minor): Non-DOT Associates
    - Creatinine greater than 5 mg/dl but less than 20 mg/dl (MRO visibility only)
    - MRO will record result as Negative Dilute.

- Accept first result as negative, no further action required
- (b) Negative Dilute (Major): Non-DOT Associate
- Creatinine greater than or equal to 2 mg/dl but less than or equal to 5 mg/dl and specific gravity >1.0010 but <1.0030 (MRO visibility only)
  - MRO will mark the result as Invalid and not as a dilute.
  - Second screen is required per policy.
  - Accept second result as final.

## **8. SELF-DECLARATION AND REHABILITATION**

- 8.1 Associates should seek assistance from the company before problems with Alcohol or Drugs (substance abuse/addiction) lead to performance problems and/or a health and safety concern. This can be done by the associate contacting their supervisor, Manager or Human Resources representative prior to beginning work on a scheduled day and advising of their need for assistance. The associate's decision to self-declare and seek assistance from the company will not be used as basis for disciplinary action and will not be used against the associate in any disciplinary proceedings. However, should the associate who self-declares and receives assistance from the company subsequently breach the terms of this Policy or a rehabilitation program, the fact that the associate voluntarily self-disclosed a substance abuse/addiction issue and sought assistance will not preclude the imposition of disciplinary action or termination as a result of the subsequent violation of this Policy.
- 8.2 Should an associate fail to disclose Alcohol or Drug problems (substance abuse/addiction) prior to its leading to a performance problem and/or a health and safety concern this will lead to disciplinary action up to and including termination for cause.
- 8.3 Once notified the manager is to immediately involve their local HR partner in establishing contact with the Work Life Program ( WLP) provider to request that the "Mandatory" referral process be initiated or to determine/confirm if the associate has already contacted them for assistance. A general release may be necessary, which can be the Rehabilitation and Random Testing Agreement attached to this policy.
- 8.4 When an associate is provided the opportunity to sign the Rehabilitation and Random Testing Agreement, the associate agrees to immediately cooperate fully in an approved rehabilitation program through the Work Life Program. The associate also indicates an understanding that failure to complete the program, pass a future drug and/or alcohol test or adhere to this will result in immediate termination. The associate also understands that by signing the agreement, he/she allows our company to exercise its right to random drug testing. Each associate has the right to choose whether or not to sign the Rehabilitation and Random Testing Agreement. The associate will only be given one chance to sign the agreement. Those who choose not to sign the agreement will be terminated. By not signing the agreement, the associate is in effect telling our company associates that they have no intention of not using illegal drugs or alcohol and therefore has no concern for other associates' safety.
- 8.4 Copies of the signed Rehabilitation and Random Testing Agreement will be forwarded to:
- (a) The Associate
  - (b) Associate's confidential file
  - (c) Area Human Resource Director

(d) Sector Operations and HR VPs

(e) Legal

8.5 The company complies with federal and state disability laws and makes reasonable accommodations for applicants and employees with disabilities. If a reasonable accommodation is needed to participate in the job application or interview process, to perform essential job functions, and/or to receive other benefits and privileges of employment, please refer to 220.2 AMERICANS WITH DISABILITIES policy or contact your HR Manager.

## 9. FORMS/AGREEMENTS

- 9.1 **Associate/Applicant Consent and Agreement** - All applicants are to complete this form. This form indicates that the applicant understands and agrees that they must pass a pre-employment drug test before being hired by our company. The same form is to be used for random for cause and post-accident testing. The form also states that an associate's test results may be given to our company.
- 9.2 **Suspected Impairment Fit For Duty Checklist**- This form is used is used to capture observations in support of suspected impairment.
- 9.3 **Rehabilitation and Random Testing Agreement** - This form is used to indicate an associate's agreement to the terms and conditions listed in section. Associate must sign this form to engage in the Rehabilitation and Random Testing agreement process.
- 9.3 **On-Site Drug Testing Approval Form** - This form is for a site to seek the appropriate approval to utilize an on-site drug testing vendor. If approved, a site will be placed on the Approved On-Site Drug Testing Site list. Only sites included on this list are eligible for usage of an on-site drug testing vendor.
- 9.4 **Medication Review Form** - This form is to be utilized for associates who are taking over-the-counter or prescription medication that may interfere with their ability to perform in a safe and productive manner. Per policy, associates are required to report such use to their supervisor immediately upon reporting to work, if the associate is unable to perform the essential functions of the job per the stated side effects of the medication.

# POLICIES & PROCEDURES

## 220.10 WORKPLACE HARASSMENT

### **PURPOSE**

DHL Supply Chain is committed to providing a work environment in which all associates are treated with dignity and respect. In keeping with this commitment, DHL Supply Chain maintains a strict policy of prohibiting sexual harassment and any other form of harassment because of race, color, religion, national origin, age, disability, sexual orientation or any other basis prohibited by law. This policy applies to all agents and associates of DHL Supply Chain, including supervisors and non-supervisory associates. Furthermore, it prohibits harassment in any form, including verbal, physical, and visual harassment.

### **POLICY AND PROCEDURE**

#### **1. HARASSMENT POLICY**

The policy of DHL Supply Chain is that no associate may engage in conduct that falls under the definition of prohibited workplace harassment indicated below. All associates have the right to work in an environment free from unlawful workplace harassment and retaliation. DHL Supply Chain complies with applicable local laws.

#### **2. DEFINITION OF PROHIBITED WORKPLACE HARASSMENT**

- 2.1 Workplace Harassment is unwelcome or unsolicited speech or physical conduct based upon race, color, religion, sex (including pregnancy, sexual orientation and gender identity), marital status, national origin, citizenship or immigration status, age, disability, military status, genetic information or any other basis prohibited by law that has the purpose or effect of interfering with an individual's work performance or creates an intimidating, hostile or offensive working environment.
- 2.2 Sexual Harassment ranges from visual signals, gestures or messages to verbal comments and/or physical contact. Sexual harassment may either be subtle or blatant demands for sexual favors that create a hostile work environment. Sexual harassment includes, but is not limited to, menacing behavior, sexual extortion, solicitation of sexual favors, unwanted interactions of a sexual nature with associates or non-associates, the display in the workplace of demeaning, insulting, intimidating or sexually suggestive written, recorded or electronically transmitted messages.
- 2.3 Quid Pro Quo Harassment consists of unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, or (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual.
- 2.4 Hostile Work Environment is determined by looking at all of the circumstances, including the frequency of the allegedly harassing conduct, its severity, whether it is physically threatening or humiliating, and whether it unreasonably interferes with an associate's work performance.
- 2.5 Retaliation is adverse treatment, which occurs because of opposition to unlawful workplace harassment, reporting such harassment and/or cooperating with the investigation of such harassment.

#### **3. PROHIBITED CONDUCT**

- 3.1 All associates, including managers and supervisors, are forbidden to engage in any form of workplace harassment as defined in section 2.
- 3.2 All associates are prohibited from retaliating in any way against any person who reports or cooperates in an investigation of an alleged violation of this policy.

- 3.3 Conduct toward or by an outside vendor or contractor that would constitute workplace harassment is likewise covered by this policy.

#### **4. SUPERVISOR'S RESPONSIBILITIES**

- 4.1 To ensure that the Workplace Harassment Policy is communicated to all associates, supervisors are required to confirm that:
  - (a) All new associates receive a copy of the New Associate Orientation Kit, which includes the Associate Handbook that contains a copy of this policy, when they start work and are required to sign the relevant acknowledgement form.
- 4.2 That any and all complaints about harassment are taken seriously and fully investigated as soon as possible in accordance with this policy.

#### **5. PROCEDURES FOR REPORTING AND INVESTIGATING HARASSMENT**

- 5.1 Associates are expected to report incidents of harassment and/or retaliation as soon as possible to their supervisor, facility manager or the Human Resources representative and to cooperate fully in any subsequent investigation. Anyone receiving a complaint of workplace harassment shall, upon receipt, report it to a member of the Human Resources staff.
- 5.2 The Company will endeavor to maintain confidentiality of any complaint and investigation to the extent it is feasible. However, the Company has the right to inform people it deems has the need to know and to utilize information obtained during the investigation for legitimate business purposes. Human Resources will maintain investigation files.
- 5.3 The investigation will follow the Company's guidelines concerning proper investigation and documentation of workplace issues. This process is outlined in the Complaint Investigation Handling Guide which is posted on Experience North America. This includes interviews with associates involved, witnesses, review of any documentary evidence, etc. Upon completion of the investigation, the results shall be communicated to the complainant and alleged offender, if any.
- 5.4 Associates who believe that they have been unjustly charged with harassment can respond orally and/or in writing at any stage of the investigation, or through the Associate Concern Resolution Process.

#### **6. PENALTY FOR VIOLATION OF HARASSMENT POLICY**

- 6.1 Any associate who is determined to have committed an act of harassment is subject to discipline in accordance with the Company's policy regarding discipline, up to and including termination of employment.
- 6.2 Associates who knowingly file false complaints of workplace harassment are subject to discipline, up to and including termination of employment.
- 6.3 Associates who fail to cooperate with an investigation under this policy are subject to discipline, up to and including termination of employment.

# POLICIES & PROCEDURES

## 520.1 ATTENDANCE AND PUNCTUALITY

### **PURPOSE AND SCOPE**

DHL's Attendance Policy outlines procedures for addressing associate absences and tardiness in order to promote efficient operation of the company and minimize unapproved absences. Punctual and regular attendance is an individual responsibility and essential job function of each associate. Associates are expected to report to work as scheduled, on time and prepared to start working. Associates are also expected to remain at work for their entire work schedule. Late arrival, early departure or other unapproved absences from scheduled hours are disruptive and must be avoided.

Time off subject to or covered by federal, state and/or local law, and Leaves of Absence (as provided by and in accordance with DHL's policies, benefits and/or guidelines), will not be considered violations of this policy and will not be used as the basis for any kind of disciplinary action.

### **POLICY AND PROCEDURE**

DHL Supply Chain's Attendance & Punctuality policy offers a simple, flexible and consistent method of reporting and managing an associate's attendance and tardiness. This policy applies to all Full-time, Part-time and Flex-time hourly associates, excluding associates subject to a collective bargaining agreement and commercial DOT drivers, across DHL Supply Chain U.S. site operations. As described below, our policy uses a bank of unpaid time granted to an associate upon hire and managed and tracked throughout their employment relationship. An associate maintains their unpaid time balance through a series of credits and withdrawals based upon their attendance behaviors.

### **1. DEFINITIONS**

These definitions apply to the Attendance and Punctuality policy, and take the place of those used in any previously published attendance policy – site-based or corporate.

PLEASE NOTE: Federal, state and/or local laws, and/or specific contractual obligations, may apply and will be considered in conjunction with this policy.

- 1.1 Attendance Account –The account in which an associate retains their Attendance Account Balance.
- 1.2 Attendance Account Balance - The balance of time available to an associate after Withdrawals, Credits, etc. that is available to an associate.
- 1.3 Withdrawals - Unapproved unpaid time, which deducts from an associate's Attendance Account Balance.
- 1.4 Credits - Additional time earned by/available to an associate, which increases their Attendance Account Balance.
- 1.5 Attendance Account Balance Limit - The maximum balance an associate can obtain/maintain in their Attendance Account.
- 1.6 Pre-approved time - Time away from work that has been prescheduled and pre-approved in accordance with company policy.
- 1.7 Unapproved Time - Unscheduled time away from work that has not been pre-approved/prescheduled in accordance with company policy.
- 1.8 Attendance Balance Notifications - Communications to an associate regarding their current Attendance Account Balance.
- 1.9 Conversion/Cash-in - Unpaid time an associate can convert to paid time using their Attendance Account Balance for payment during defined periods.
- 1.10 Monthly Attendance Credit – The monthly credit applied to an associate's Attendance Account Balance for utilizing less than the monthly target withdrawal based on their payroll classification.

Title: 520.1 ATTENDANCE AND PUNCTUALITY

Revised: June 2021

Policy Owner: Human Resources

Proprietary and Confidential Information – Internal Use Only

## 2. ATTENDANCE ACCOUNT TRANSACTIONS

### 2.1 Initial Deposit

- 2.1.1 New hires receive an initial allotment of unpaid hours in their Attendance Account Balance. They are then responsible for maintaining a balance through a series of withdrawals and credits.
  - 2.1.1.1 Full-time hourly associates are granted an initial deposit of 64 hours
  - 2.1.1.2 Part-time hourly associates are granted an initial deposit of 32 hours
  - 2.1.1.3 Flex-time hourly associates are granted an initial deposit of 12 hours

### 2.2 Withdrawals –Unapproved Time

- 2.2.1 A withdrawal is made when an associate has unapproved time missed.  
**EXAMPLES:** 1 hour 10 minutes late to scheduled shift = 1 hour, 10 minute (1.167 hours) withdrawal  
Scheduled shift missed (10 hours) = 10-hour withdrawal
- 2.2.2 Each unapproved absence is treated as a unique withdrawal of time at a minute-for-minute rate.  
**EXAMPLE:** Full-time associate scheduled to work a 12-hour shift Saturday, Sunday, Monday but has unapproved absences on that Saturday and Sunday will result in a 24-hour withdrawal from the associate's Attendance Account Balance.
- 2.2.3 Withdrawals for an absence of 3 consecutive scheduled shifts or more will be capped.  
**EXAMPLES:** Full-time associate who is expected to work 8-hour shifts missing 4 consecutive days will result in a maximum withdrawal of 24 hours (3 x 8 hours)  
Full-time associate who is expected to work 10-hour shifts missing 4 consecutive days will result in a maximum withdrawal of 30 hours (3 x 10 hours)
- 2.2.4 Associates who will likely be out for more than 3 full consecutive days due to illness or injury will be required to file for the appropriate leave of absence. Please refer to our LOA policy for additional information.

### 2.3 Credits

- 2.3.1 Monthly Good Attendance Credit: Full-time and Part-time
    - 2.3.1.1 For each calendar month that an associate is in a non-terminated status, stays below the withdrawal limit for their payroll classification and has no more than 40 hours of non-protected leave as outlined in 420.3 Leave of Absence Policy, they will earn a Monthly Good Attendance Credit equating to the number of regular Full-time / Part-time hours (see below) for their payroll classification (excluding overtime) into their Attendance Account.
    - 2.3.1.2 Here are the monthly withdrawal limits for each defined payroll classification:
      - 2.3.1.2.1 Regular Full-time 8-hour associate = no more than a total of 4 hours withdrawn per calendar month
      - 2.3.1.2.2 Regular Full-time 10-hour associate = no more than a total of 5 hours withdrawn per calendar month
      - 2.3.1.2.3 Regular Full-time 12-hour associate = no more than a total of 6 hours withdrawn per calendar month
      - 2.3.1.2.4 Regular Part-time associate = no more than a total of 2 hours withdrawn per calendar month
- EXAMPLES:** Regular full-time 8-hour associate withdraws 2.5 hours during the calendar month = 8 hours credit to Attendance Account Balance at month end

For associates who work mixed shifts, they will be credited for the payroll classification representing the majority of the shifts worked that month (example 8, 10, 12, etc. but excluding overtime)

- 2.3.2 Good Attendance Credit: Flex-time
  - 2.3.2.1 Flex associates will be credited with 2 hours in their bank for every 40 hours worked.
- 2.3.3 Additional Credit Opportunities
  - 2.3.3.1 During peak periods of operation or extended periods of overtime, sites may offer additional credit opportunities based on defined criteria such as overtime hours worked. These must be approved by the VPs of Operation and HR for the site's sector prior to implementation.
- 2.4 Attendance Account Balance Limit
  - 2.4.1 Associates can achieve up to a maximum balance of:
    - 2.4.1.1 Full-time hourly associates have a limit of 128 hours
    - 2.4.1.2 Part-time hourly associates have a limit of 64 hours
    - 2.4.1.3 Flex-time hourly associates have a limit of 24 hours
- 2.5 Conversion/Cash-In
  - 2.5.1 Cash-In Option
    - 2.5.1.1 During the first pay period of each month and subject to section 2.5.1.2 below, associates have the option to cash in any portion of their Attendance Account Balance above a minimum balance and receive a payout at their current hourly rate of pay.
      - 2.5.1.1.1 Full-time hourly associates may not reduce their balance below 64 hours
      - 2.5.1.1.2 Part-time hourly associates may not reduce their balance below 32 hours
      - 2.5.1.1.3 Flex-time hourly associates may not reduce their balance below 12 hours
    - 2.5.1.2 Conversion rate – For each 2 hours cashed in an associate gets 1 hour paid at their regular rate of pay. Hourly conversions must be in full-hour increments.
  - 2.5.2 Maximum Account Balance
    - 2.5.2.1 An associate may allow their attendance account balance to grow to a balance limit as outlined in section 2.4 of this policy before being required to convert a portion of their balance or they will no longer receive credits into the Attendance Account until their balance falls below the balance limit.

### 3. ATTENDANCE ACCOUNT BALANCE NOTIFICATIONS

- 3.1 Associates will be able to check their Attendance Account Balances daily at the timeclock.
- 3.2 Regular Full-Time and Part-Time Associates will receive low-balance notifications when their Attendance Account Balance reaches 25 hours or below. Extremely low-balance notices will appear when account balance reaches 13 hours or below. With both instances, the supervisor will also review these balance warnings with the associate as outlined in section 5 of this policy.
- 3.3 Regular Flex-Time Associates will receive low-balance notifications when their Attendance Account Balance reaches 10 hours or below. Extremely low-balance notices will appear when their account balance reaches 6 hours or below. With both instances, the supervisor will also review these balance warnings with the associate as outlined in section 5 of this policy.

### 4. ATTENDANCE ACCOUNT MANAGEMENT (Procedures)

- 4.1 Timekeeping System

Title: 520.1 ATTENDANCE AND PUNCTUALITY

Revised: June 2021

Policy Owner: Human Resources

Proprietary and Confidential Information – Internal Use Only

- 4.1.1 Clock-in/Clock-out: Each associate is expected to clock in and be at their assigned work area by the scheduled start time. In addition to the daily In/Out punch, associates will be required to record punches for mandatory meal periods. In addition, some sites may have associates “cross-punch” between various job functions within the site.
- 4.1.2 Managers/Supervisors are responsible for monitoring/approving associate’s approved and unapproved time off. The timekeeping system will manage the credits and withdrawals within the associate’s Attendance Account Balance.
- 4.1.3 Associates will be able to verify any withdrawals and credits at the timeclock each day.
- 4.2 Pre-approved Time-off Notification
  - 4.2.1 Absent extenuating circumstances or as permitted by applicable law, time-off requests must be communicated to the associate’s supervisor as far in advance as possible but at least a minimum of 48 hours in advance of scheduled shift to be considered Pre-approved.
  - 4.2.2 Approval/denial must be provided at least 24 hours in advance of scheduled shift and is subject to approval by management based on labor planning coverage.
- 4.3 Unapproved Time-off Notification
  - 4.3.1 Absent extenuating circumstances or as permitted by applicable law, time-off requests must be communicated to the associate’s supervisor before the beginning of scheduled shift, to be considered unapproved and not a No Call/No Show(see section 4.4).
- 4.4 No Call/No Show
  - 4.4.1 Associates are required to call-in in the event of an unapproved absence. Failure to do so will result in a doubling of the withdrawal addressed in section 2.2 above for the time missed.
  - 4.4.2 Three No Call/No Shows will result in termination, regardless of account balance remaining.
- 4.5 Suspended Attendance Accounts
  - 4.5.1 Attendance Accounts of associates on an approved LOA will be suspended. Balances will remain unchanged and immediately reinstated upon return to work.
- 4.6 Attendance Accounts at Termination
  - 4.6.1 Attendance Account Balances are not paid out at termination.
- 4.7 Attendance Accounts at Rehire
  - 4.7.1 In the event of a rehire, the rehired associate’s Attendance Account Balance will be re-opened with a full initial balance as outlined in section 2.1 of this policy.
  - 4.7.2 Rehire eligibility is outlined in Policy 210.6 REHIRE, HIRING OF MINORS & NEPOTISM.

## **5. ATTENDANCE ACCOUNTABILITY/CORRECTIVE ACTION**

- 5.1 An associate’s Attendance and Punctuality choices are considered to be part of our work behaviors. As such, accountability for unscheduled behavior patterns/impacts on business will be addressed via our work rules/corrective action process.
- 5.2 In addition to behavioral coaching and corrective actions to address their attendance and punctuality, associates will also receive written notifications/warnings for low balances in their Attendance Account.

Title: 520.1 ATTENDANCE AND PUNCTUALITY

Revised: June 2021

Policy Owner: Human Resources

Proprietary and Confidential Information – Internal Use Only

- 5.2.1 Full-time and Part-time associates
  - 5.2.1.1 A written notification will be issued when the associate's Attendance Account reaches 25 hours or less.
  - 5.2.1.2 A final written notification will be issued when the associate's Attendance Account reaches 13 hours or less.
  - 5.2.1.3 A termination notification will be issued when the associate's Attendance Account reaches 0 hours.
- 5.2.2 Flex-time associates
  - 5.2.2.1 A written notification will be issued when the associate's Attendance Account reaches 10 hours or less.
  - 5.2.2.2 A final written notification will be issued when the associate's Attendance Account reaches 6 hours or less.
  - 5.2.2.3 A termination notification will be issued when the associate's Attendance Account reaches 0 hours.
- 5.3 Regional HR representatives are responsible for ensuring consistent compliance and administration of the policy (i.e., record-keeping and consistent site-to-site implementation).



# POLICIES & PROCEDURES

## 420.3 LEAVE OF ABSENCE

### **PURPOSE**

The purpose of this policy is to establish guidelines governing leaves of absence for all eligible associates. The policy is designed to ensure that leaves of absence are granted on a fair and equitable basis to eligible associates. Because the policy is designed to cover associates in various states, the policy will be administered in a manner which conforms to all applicable state and federal laws. Collective bargaining agreements also must be consulted and followed if associates are subject to such agreements and the agreements contain a provision on a particular type of leave. This policy does not replace information in Summary Plan Descriptions except where otherwise defined. In case of a conflict, the Plan documents control. For more detailed information, please contact your supervisor or Human Resources.

### **The following information is covered in the policy:**

1. Bereavement Leave
2. Domestic Violence Leave
3. Family Medical Leave Act (“FMLA”) and Pregnancy Leave
4. Jury Duty Leave and Witness and Crime Victim Leave
5. Military Leave
6. Personal Leave
7. Short Term Disability Leave
8. Maternity Short Term Disability Leave
9. Parental Leave for Biological Parents
10. Parental Leave for Adoptive Parents
11. Child Bearing Leave
12. State Leave
13. Procedures for Requesting a Leave

### **The following are available on DSC Experience North America**

#### Packets

Bereavement Leave  
Childbearing Leave  
Domestic Violence Leave  
Jury Duty Leave and Witness and Crime Victim Leave  
Maternity Short Term Disability Leave  
Parental Leave for Biological Parents  
Parental Leave for Adoptive Parents  
Military Leave  
Personal Leave  
Short Term Disability Leave  
State Disability Leave

#### Warning Termination Letter Template

Warning of Termination of Employment Notification Letter

#### Short Term Disability Information

Vendor Handout

## **POLICY AND PROCEDURE**

### **Section 1 - BEREAVEMENT LEAVE OF ABSENCE**

- 1.1 All regular full-time associates, regardless of length of service, are granted up to three days paid leave of absence per occurrence to make arrangements or attend activities related to the funeral, service, burial, or estate management for a member of their immediate family. Immediate family members are defined as spouse, parents, mother-in-law, father-in-law, step-mother, stepfather, children, stepchildren, brother, sister, stepbrother, stepsister, grandparents, grandchildren, legal guardians and foster children.

### **Section 2 - DOMESTIC VIOLENCE LEAVE**

- 2.1 Several states, such as California, Colorado, Connecticut, Florida, Hawaii, Illinois, Kansas, Maine, North Carolina, Oregon, Washington, and the District of Columbia provide for time off if the associate, or a family or household member of the associate, is the victim of domestic violence. Some cities provide reasonable accommodation for victims of domestic violence. Some leave may run concurrently with federal or state family medical leave.
- 2.2 Most states provide that the leave is unpaid but an associate may substitute paid time off, paid sick or vacation time. Some states require certain thresholds to be met, such as employment for a certain period of time. Some states permit associates to take off a set amount of time (such as three days), while other states permit associates to take a reasonable amount of leave. For more detailed information, please contact your supervisor or Human Resources.
- 2.3 Domestic Violence Leave can be taken for any of the following reasons:
  - 2.3.1 Seeking an injunction, temporary restraining order, or other relief for protection against domestic violence or an injunction, temporary restraining order, or other relief for protection in cases of repeat violence, dating violence or sexual violence;
  - 2.3.2 Obtaining medical care or mental health counseling, or both, for the associate or family or household member to address physical or psychological injuries resulting from the act of domestic violence;
  - 2.3.3 Obtaining services from a victims-services organization, including, but not limited to, a domestic violence shelter or program or a rape crisis center;
  - 2.3.4 Making the associate's home secure from the perpetrator of the domestic violence or seeking new, presumptively safer housing or participating in other safety planning;
  - 2.3.5 Seeking legal assistance to address issues arising from the domestic violence and to attend and prepare for court-related proceedings arising from the domestic violence.
- 2.4 Associates are required to provide documentation to demonstrate the need for Domestic Violence Leave. Such proof can include court papers, a police report, records from a medical professional, domestic violence advocate or counselor, or records from a victims-service organization, but will vary by situation. The site must allow the associate at least 14 days to provide the necessary documentation.

- 2.5 For procedures on how to apply for a Domestic Violence Leave please see “Procedures for Requesting a Leave” (section 9) of this policy.

### **Section 3 - FAMILY MEDICAL LEAVE ACT (“FMLA”)**

It is the Company’s policy to comply with state and federal law. This policy outlines an associate’s benefits and rights under the federal Family Medical Leave Act (“FMLA”). Associates may be entitled to additional or other family or medical leaves under state law. The FMLA makes it unlawful for an employer to interfere with, restrain, or deny the exercise of any right provided under the FMLA, or to discharge or discriminate against any person for opposing any practice made unlawful by the FMLA or for involvement in any proceeding relating to the FMLA. However, nothing in this policy gives the associate greater rights to continued employment than the associate would have had if the associate had not taken FMLA Leave. For example, an associate on leave will have no greater rights if his/her position has been eliminated due to a reduction in force or reorganization, or the associate would have been terminated for legitimate business reasons unrelated to the leave, or for any other lawful reason. The FMLA and its implementing regulations are very detailed. Specific questions regarding FMLA should be directed to Liberty Mutual.

- 3.1 Eligibility – An associate is eligible for FMLA Leave if he or she meets **each** of the following two requirements:

3.1.1 The associate has worked for at least 12 months. This time does not need to be continuous. However, if there has been a break in service of seven years or more between earlier employment and the associate’s current tenure with the Company, the earlier service will not count except in limited circumstances. In addition, individuals on leave for active military service may be entitled to credit for their time on military leave under certain circumstances.

3.1.2 The associate has worked for 1,250 hours in the 12 months leading up to the leave. Generally, only time actually worked counts toward this requirement. However, individuals on leave for active military service may be entitled to credit for their time on military leave under certain circumstances.

An associate who does not meet all of these requirements may be entitled to take time off under other Company policies. However, the associate will not be entitled to FMLA Leave.

- 3.2 Qualifying Reasons for FMLA Leave – An eligible associate may be granted FMLA Leave for any of the following reasons:

3.2.1 Because of an associate’s own serious health condition, which may include incapacity due to pregnancy, prenatal medical care, or child birth.

3.2.2 Because of the serious health condition of a parent (associate’s biological parent or person who stood in the place of a parent when the associate was a child), spouse, son or daughter (biological child, adopted child, foster child, stepchild, legal ward, or child for whom the associate stands in place of a parent), or (for the care of members of the armed forces only) next of kin.

3.2.3 Because of the birth, adoption or foster care placement of a son or daughter within the last year.

- 3.2.4 Because of any qualifying exigency arising out of the fact that a parent, spouse, son or daughter, or next of kin is called to active duty in the Armed Forces.
  - 3.2.5 To care for a parent, spouse, son or daughter, or next of kin who is a member of the Armed Forces and is being treated for a serious injury or illness for up to 26 weeks.
    - 3.2.5.1 Definition of “Serious Health Condition” – A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two visits to a health care provider generally within 30 days of the start of the incapacitation or one visit and a regimen of continuing treatment, or incapacity due to pregnancy and/or prenatal care, or incapacity due to a chronic condition with periodic visits to a health care provider for treatment. Associates with a serious health condition must visit a health care practitioner for treatment at least twice a year. Other conditions may meet the definition of continuing treatment. If you are not sure whether your condition qualifies for FMLA Leave, you may apply to our vendor for a determination.
    - 3.2.5.2 Definition of “Qualifying Exigency” – Qualifying exigencies related to the call to active military duty may include addressing issues arising out of a short notice deployment, attending certain military events, arranging for alternative child care, addressing certain financial and legal arrangements, attending certain counseling sessions, spending time with a covered service member who is on short-term temporary rest and recuperation leave, and attending post-deployment reintegration briefings.
    - 3.2.5.3 Definition of “Serious Injury or Illness” – A serious injury or illness is an injury or illness incurred by the service member in the line of duty on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member’s office, grade, rank or rating. In order to be covered under this definition, the covered service member must be (1) on the temporary disability retired list, (b) undergoing medical treatment, recuperation, or therapy for the serious injury or illness, or (c) assigned to a military medical treatment facility as an outpatient or otherwise be receiving outpatient care at a unit established for members of the Armed Forces.
- 3.3 Notice of Need for FMLA Leave - If you believe that you may be entitled to take FMLA Leave, you must do the following:
- 3.3.1 Foreseeable Absence – In the case of a foreseeable absence, **you must contact our vendor and your supervisor (or another party according to site procedures) at least 30 days in advance of the beginning of your leave.** If 30 days’ notice is not practicable, then you must provide notice as soon as practicable. If the dates of the leave change, you must advise our vendor and your supervisor (or other party according to site procedures) of such a change as soon as practicable. In this notice to your supervisor (or other party according to site procedures), you must provide sufficient information to understand that you have a condition that qualifies for FMLA Leave. This information may include that you are unable to perform your job functions, that a family member is unable to perform daily activities, that hospitalization or continuing

treatment are necessary, or the circumstances support the need for military family leave. If you are seeking FMLA Leave because of scheduled or planned medical treatment, you must consult with your supervisor (or other party according to site procedures) to schedule the treatment so as not to unduly disrupt the Company's operations. For foreseeable leaves, our vendor may delay or deny the leave request if you fail to provide sufficient notice.

- 3.3.2 Unforeseeable Absence – Where the absence cannot be foreseen, you must contact our vendor and your supervisor (or another party according to site procedures) as soon as practicable upon learning of the need for leave, usually before the start of your next shift. Calling in “sick” without further explanation will not be sufficient notice to trigger FMLA benefits or protections.

Once you request FMLA Leave from our vendor, you will be advised by our vendor of your eligibility for such leave. You may also be required to provide certain information, such as medical certification or a copy of an active duty order, to determine whether you have a qualifying reason for FMLA Leave. At the time you request leave, you will be provided additional information regarding your FMLA rights and responsibilities. You will be advised in writing by our vendor if your request for FMLA has been granted. If it is being denied, you will be notified of the reasons for the denial. Remember, you must contact our vendor **AND** your supervisor (or another party according to site procedures).

Associates have 30 days to report their used FMLA time, 15 days before use or up to 15 days after use. Our vendor will not be accepting reported FMLA time after 15 days have passed from date of use, unless the site has indicated an extenuating circumstance. The associate must contact the site and let them know of the extenuating circumstance before our vendor will approve.

If the time is not covered as it is past the due date to report and there are no extenuating circumstances, the associate must cover the missed time another way. Vacation or personal time can be used if eligible. If there are no other ways to cover the missed time, it will be handled via the attendance policy.

**FAILURE TO PROVIDE THE NECESSARY NOTICE OF THE NEED FOR FMLA LEAVE OR TO PROVIDE THE NECESSARY DOCUMENTATION SUPPORTING THE LEAVE WITHIN THE TIME REQUIRED MAY RESULT IN YOUR FMLA LEAVE BEING DELAYED OR DENIED ALTOGETHER.**

- 3.4 Benefits and Protections of FMLA Leave – Generally, eligible associates are entitled to take up to 12 weeks of unpaid FMLA leave during a 12-month period. The Company uses a rolling 12 months as the applicable 12-month period. Leave for the birth or adoption of a child must be taken within one year of the qualifying event. The length of time allowed for leave for qualifying exigencies will depend on the type of qualifying event. Where leave is necessary for the care of a covered service member with a serious injury or illness, leave may be taken for up to 26 weeks during the 12-month period beginning with the first date of leave. The Company does not have a FMLA spouse limitation.

You may be required to use accrued leaves while taking FMLA Leave. You may be required to provide additional information in accordance with the Company's normal paid leave policies in order to receive pay during this time.

Leave due to a serious health condition may be taken intermittently or on a reduced schedule if medically necessary. In addition, leave for qualified exigencies may also be taken on an intermittent basis. Whenever possible, you must schedule intermittent leave in a manner that will create the least disruption to the Company's operations. In addition, under certain circumstances the Company may temporarily transfer you to another position or shift (with equal pay and benefits) while you are on intermittent leave.

During FMLA Leave, the Company will maintain your health care benefits at the same level as if you had been working, if you continue to pay for them. Your responsibilities regarding payment of your portion of plan premiums during any period of leave will be explained to you at the time your leave is granted.

Upon return from FMLA Leave, most associates must be restored to their original or an equivalent position with equivalent pay, benefits, and other employment terms.

- 3.5 Miscellaneous Provisions – An associate on FMLA Leave or any other medical leave is not allowed to work for another employer, including self-employment, during the leave of absence.

Associates who knowingly misrepresent facts in order to be granted FMLA Leave may be subject to discipline, up to and including termination.

The Company does require return-to-work certifications or fitness-for-duty certifications from associates returning from FMLA leave. Associates on intermittent leave may be required to provide fitness-for-duty certifications when there are reasonable safety concerns. If a required certification is not provided, the associate will be terminated.

FMLA leave will run concurrently with other leaves as permitted by law.

If approved for STD benefits, payments will begin as required by law or the Plan.

If you begin your leave the day before a holiday and/or you return to work the day after a holiday, you are eligible for holiday pay.

Designated holidays will be counted towards your 12 weeks of FMLA leave time during any continuous period of FMLA leave lasting longer than one week. Designated holidays will not count towards your 12 weeks of FMLA leave time if you are using FMLA leave in increments of less than one week, unless you were otherwise scheduled and expected to work during the holiday.

You will continue to accrue vacation time during approved leave of absences, except for unpaid personal leave. Leaves generally are not counted as time worked for incentive plan purposes.

Any merit increase or bonus may be prorated by the portion of unpaid FMLA Leave so long as an FMLA associate is treated the same as other associates on other types of leave.

Absent extraordinary circumstances or other reasons protected by law, an associate who fails to return to work on the first business day after the expiration of the FMLA Leave period, or who refuses a comparable position upon return to work, will be subject to the Company's Attendance and Punctuality Policy.

Unless prohibited by state law, our vendor is permitted to make direct contact with the associate's health care provider to seek clarification and authentication of medical certifications. Our vendor may initiate such contact only through a health care provider, a leave administrator, or a management official. The associate's direct supervisor may not make any contact with the health care provider. The associate will be provided an opportunity to cure a deficient certification before our vendor contacts the associate's health care provider. While the associate is not required to permit his or her health care provider to communicate with our vendor, our vendor may deny FMLA Leave for failure to consent if the associate's certification is unclear.

#### **Section 4 – JURY DUTY LEAVE and WITNESS AND CRIME VICTIM LEAVE**

- 4.1 All regular full-time associates are granted time off when required to serve on a jury or as a subpoenaed witness in a legal proceeding. Witness Duty Leave is generally not granted when the associate is appearing as a plaintiff or defendant. Associates may schedule General Purpose or vacation days to appear as a plaintiff or defendant.
- 4.2 Regular full-time associates who have met their benefits effective date (i.e., after completing 30 days of continuous service) are paid at their regular rate of pay for serving on a jury or as a subpoenaed witness. If an associate is called for jury or witness duty before meeting the benefits effective date, the leave will be unpaid. In cases where the company is a party to the legal action or financially involved in the outcome, the decision on whether or not to grant pay will be made on a case-by-case basis by the appropriate Human Resources representative.
- 4.3 Most states provide unpaid leave to appear for any judicial proceeding, or to comply with a subpoena or other court order as a witness in any judicial proceeding if an associate, or his/her child, or immediate family member is the victim of a violent crime. Several states such as Delaware, Florida, and Tennessee, may require associates be provided a per diem and/or reimbursed for out of pocket expenses (traveling, parking, etc.) by the company while on Jury Duty leave. Some states provide unpaid leave to seek medical attention, obtain counseling, obtain services from a victim services organization, to relocate, or take other actions to enhance the health and safety of the associate or his/her child, or immediate family member. For more detailed information, please contact your supervisor or Human Resources.
- 4.4 The associate must submit a summons or subpoena, in addition to the Application for Leave. Associates should also provide release from duty documentation provided by the court upon returning to work.

#### **Section 5 – MILITARY LEAVE OF ABSENCE**

##### **5.1 Active Military Leaves**

- 5.1.1 The Company conforms to the Uniformed Services Employment and Reemployment Rights Act (USERRA) and any applicable state and federal laws in reference to Military Leaves. A Military Leave of Absence without pay is available to any associate who enters active duty in the Armed Forces of the United States without loss of service or job status if he or she:

- 5.1.1.1 Gives advance notice to his or her General Manager in writing by submitting a Leave of Absence Application (see Procedures for Requesting Leave). Notice may be oral if providing written notice is not feasible. A copy of the military orders is requested with the LOA Application; and
- 5.1.1.2 Reports to work or provides notice of an intention to return to work at the conclusion of the Military Leave of Absence as follows:
  - (i) Service of less than 31 days – Reports to work on the first regularly scheduled full workday following completion of the service plus eight hours.
  - (ii) Service of 30 to 181 days – Provides notice of an intention to return to work within 14 days following the end of military service.
  - (iii) Service of 180 days to five years – Provides notice of an intention to return to work within 90 days following the end of military service.
  - (iv) If an associate is unable to report or provide notice of an intention to return to work within the above timeline through a documented no fault of his or her own, the associate must report or provide notice of an intention to return to work as soon as possible. If an associate is injured and hospitalized (or convalescing), the notice of an intention to return to work period is extended until the associate recovers, not to exceed an additional two years.

NOTE: The associate should contact his or her supervisor or Human Resources prior to returning to work to confirm the return date.

- 5.1.2 Associates on an Active Military Leave are eligible to participate in these benefit plans:
  - 5.1.2.1 Group Health and Welfare – For the first 60 days, health and welfare benefits are continued as though the associate continued in active employment. After the first 60 days, health and welfare coverage may be continued for up to 36 months provided the associate elects COBRA coverage and pays the full cost of the premium.
  - 5.1.2.2 Life Insurance – The Company will pay the cost of the premium for up to one year.
  - 5.1.2.3 401(k) – The Company will make up any missed company contributions and allow the returning veteran to make up any missed associate 401(k) contributions as provided under the plan.
- 5.1.3 For Military Leaves under 90 days, an associate has the right to be reinstated in the position he or she would have attained, with reasonable certainty, by remaining continuously employed including vacation accrual and pay increases, provided the associate returns for work within the timeframe covered under USERRA's release from service as outlined above, and is qualified to perform the duties of the new position.

For Military Leave over 91 or more days, an associate has the right to be reinstated in the position he or she would have attained, with reasonable certainty, by remaining continuously employed including vacation accrual and pay increases, provided the associate returns for work within the timeframe covered under USERRA's release from service as outlined above, and is qualified to perform the duties of the new position. Alternatively, the Company can reemploy the associate in a position of like seniority and pay to the position he or she would have attained if he or she had been continuously employed.

In either instance, if the associate is not qualified to perform the duties of the new position, the Company will make reasonable efforts to train the associate. If unsuccessful, the associate will return to his/her previously held position. If the associate is no longer qualified to return to his/her previous position, the associate will be reemployed in a position with lower status and pay. If the associate no longer is qualified due to service injuries or disabilities, reasonable accommodations will be made and the associate will be placed in a position of equivalent seniority, status and pay (or an equivalent position consistent with the associate's limitations).

Reinstatement obligations do not apply when the veteran was dishonorably discharged, or reemployment is unreasonable, impossible, or would cause undue hardship.

- 5.1.4 In times of military crisis, the Company will provide the difference in compensation between the associate's regular earnings and military pay for the first six (6) months of active duty leave. The associate must provide documentation of his military pay so that the Company may determine the difference in compensation owed to the associate.
- 5.2 Reserve Duty
  - 5.2.1 Associates are granted leaves of absence to serve on military reserve duty or in the National Guard. During the first 14 days of reserve duty or National Guard leave in a calendar year, an associate is paid the difference between his or her normal salary and military pay; additional leave time is without pay. The associate must provide documentation of his military pay so that the Company can determine the difference in compensation owed to the associate.
- 5.3 Vacation can be used in conjunction with both active and reserve Military Leave to cover lost wages.
- 5.4 The Company will comply with state family military leave laws to the extent they differ from federal law or this policy (e.g., California, Connecticut, Illinois, Indiana, Maine, Minnesota, Nebraska, New York, Ohio, Oregon, Rhode Island, and Washington).
- 5.5 FAMILY MILITARY LEAVE – Some states such as California, Illinois, New York, Ohio and Oregon provide that an eligible associate, whose spouse (or domestic partner in California) is a military serviceman/woman deployed during a period of military conflict, may request a certain amount of unpaid time off during the period the military spouse is on leave from deployment. Each state has eligibility and notice requirements. This leave is unpaid unless the associate elects to use accrued vacation. For more detailed information, please contact your supervisor or Human Resources.

## **Section 6 – PERSONAL LEAVE OF ABSENCE**

- 6.1 An unpaid leave of absence of up to 30 calendar days may be granted to a regular full-time associate at the discretion of the site General Manager or Functional Manager. To be eligible, an associate must have completed one (1) year of full-time, continuous employment.
- 6.2 Associates may be granted up to 30 calendar days of unpaid Personal Leave in any rolling 12-month period. Leave may not be taken in less than one-week increments. Prior to granting a Personal Leave, the associate and the site manager should consider using all available vacation time first.

- 6.3 All Personal Leave requests should be evaluated to determine if the circumstances qualify under another leave policy, including FMLA Leave. If the situation does qualify for another leave, the associate should be informed and the site should process the leave under the appropriate leave policy.
- 6.4 Human Resources must approve all Personal Leaves.

### **Section 7 – SHORT TERM DISABILITY (STD)**

- 7.1 Eligibility for Short Term Disability (STD) benefits after 30 continuous days of active, full-time employment are completed. The Company provides Short Term Disability benefits at no cost to the associate.
- 7.2 Short Term Disability is administered by the company's third party Short Term Disability administrator. The Short Term Disability administrator will review the circumstances when an associate is disabled, as indicated by a physician, and unable to perform his or her normal job functions. After a complete review, the Short Term Disability administrator will make a determination for benefits.
- 7.3 Short Term Disability benefits will be administered in accordance with the terms documented in the our vendor Short Term Disability plan documents. Associates may be eligible for up to a maximum of 26 weeks of Short Term Disability benefits in any rolling 12-month period. Benefits equal 60 percent of pre-disability base wages. Should the associate remain disabled beyond 26 weeks, eligible associates may be eligible for Long Term Disability benefits if enrolled in Be Secure Long Term Disability.
- 7.4 Associates must contact our vendor to initiate the disability process and authorize the treating physician to release medical information to our vendor. Our vendor may request additional updates from the associate's physician from time to time to validate continued disability.
- 7.5 Any Short Term Disability Leave granted, which qualifies under the Family Medical Leave Act, will run concurrently for the 12-week allowance provided under the FMLA Leave. See the FMLA Leave policy for more information.
- 7.6 Certain states provide State Disability benefits for time away from work if an associate is unable to perform normal job duties due to non-work related accidents or illnesses. Associates must apply for State Disability benefits through the disability office of the state of employment. Associates are paid disability benefits through the state. Should the amount of State Disability be less than 60% of the associate's normal base wages, the associate can file a claim with our vendor and submit the disability benefit payment record to be eligible for payment of the difference between the 60% Short Term Disability benefit and the amount paid by the state.
- 7.7 Upon return from Short Term Disability Leave, most associates must be restored to their original or an equivalent position with equivalent pay, benefits, and other employment terms.

### **SECTION 8- MATERNITY SHORT TERM DISABILITY LEAVE (Maternity STD)**

- 8.1 Eligibility for Maternity Short Term Disability benefits occurs after 30 continuous days of active, full-time employment are completed. The Company provides Maternity Short Term Disability benefits at no cost to the associate.

- 8.2 Maternity Short Term Disability is administered by the company's third party Short Term Disability administrator. The Short Term Disability administrator will review the circumstances when an associate is disabled, as indicated by a physician, and unable to perform their normal job functions. After a complete review, the Short Term Disability administrator will make a determination for benefits.
- 8.3 Maternity Short Term Disability benefits will be administered in accordance with the terms documented in the Short Term Disability plan documents except as indicated in this Section. Associates may be eligible for up to a maximum of 26 weeks of Short Term Disability benefits in any rolling 12-month period. Benefits equal 60 percent of pre-disability base wages. Should the associate remain disabled beyond 26 weeks, eligible associates may be eligible for Long Term Disability benefits if enrolled in Be Secure Long Term Disability. Effective on and after January 1, 2021, Maternity Short Term Disability benefits are payable at 100 percent of pre-disability base wages for the first 11 weeks of disability, as documented by a physician. A Maternity Short Term Disability that continues beyond 11 weeks will continue at the regular Short Term Disability rate of benefit of 60 percent of pre-disability wages. A Maternity Short Term Disability that commences prior to January 1, 2021 but continues on and after January 1, 2021 will revert to the new 100% benefit on and after January 1, 2021 for the remainder of the physician-documented disability period up to 11 weeks at 100%. No retroactive increase in benefits is payable.
- 8.4 Associates must contact our vendor to initiate the disability process and authorize the treating physician to release medical information to our vendor. Our vendor may request additional updates from the associate's physician from time to time to validate continued disability.

#### **SECTION 9- PARENTAL LEAVE FOR BIOLOGICAL PARENTS**

- 9.1 Effective for births on and after January 1, 2021, a biological parent (birthing or non-birthing) may request parental leave of 100% of base wages for one (1) week during the twelve (12) months following the birth of a child. Parental Leave is available after 30 days of continuous full-time employment and will run concurrently with FMLA leave (if available). Parental Leave is available once each rolling twelve (12) month period. Parents who are both employed by DHL Supply Chain may each receive a one week period.

#### **Section 10- PARENTAL LEAVE FOR ADOPTIVE PARENTS**

- 10.1 Effective for adoptions or placements on and after January 1, 2021, adoptive parents may request up to twelve (12) weeks of leave at 100% of base pay to be taken immediately continuously following the adoption or placement. Adoptive leave is available after 30 days of continuous full-time employment and will run concurrently with FMLA leave (if available). Adoptive Leave is available once each rolling twelve (12) month period. Parents who are both employed by DHL Supply Chain shall determine which parent will request Adoptive Leave and the twelve (12) week period may be shared by the parents by designating each parent's respective period of continuous leave with the third party vendor.

#### **Section 11 - CHILDBEARING LEAVE**

- 11.1 An associate giving birth (full-time, part-time, or seasonal) who is unable to work after giving birthing to a child/ren may be entitled to take a reasonable amount of unpaid time up to 45 consecutive calendar days to recover from childbearing as of the date the child/ren is/are delivered ("Childbearing Leave") **so long as the associate does not have any other form of paid or unpaid time available or the associate is not eligible for any other form of paid or unpaid leave.** Childbearing Leave is available to associates as of their first date of employment. Note that if an associate is eligible to take any other form of paid or

unpaid time as of the start of Childbearing Leave, or becomes eligible during Childbearing Leave, then the associate will no longer be entitled to receive up to 45 consecutive calendar days of Childbearing Leave.

- 11.2 Additional unpaid time may be permitted on a case-by-case basis for pregnant associates affected by pregnancy, child birth, related medical conditions, or breastfeeding, in addition to the 45 consecutive calendar days of Childbearing Leave. Upon returning from such leave, the associate must be reinstated to their same or similar position of employment with the same status, pay, and without loss of service time, or other benefits of employment consistent with the Company policy for FMLA leave.

For more detailed information, please contact your supervisor or Human Resources.

## **Section 12 – STATE & LOCAL LEAVES**

- 12.1 States and localities may have additional leave requirements above and beyond our company wide leaves of absences outlined in this policy. Eligibility for these leaves and benefits varies by state and/or locality. Please see supplemental information on DSC Experience North America, or contact the state and/or local agency, for eligibility requirement and specific benefits. As of the policy revision date, below is a list of recognized state and local leaves:

- 12.1.1 **Arizona**

- Paid Sick Leave State Law – Proposition 206 (The Fair Wages and Healthy Families Act)

- 12.1.2 **California**

- State Disability Insurance and Paid Family Leave Law – State of California, Employment Development Department Paid Sick Leave State Law – Healthy Workplace Healthy Family Act of 2014 (AB 1522) (as amended)

- 12.1.3 **Connecticut**

- Paid Sick Leave State Law – Connecticut General Statute 31-57r

- 12.1.4 **Maryland**

- Paid Sick Leave State Law – Maryland Healthy Working Families Act (HB 1)

- 12.1.5 **Massachusetts**

- Paid Sick Leave State Law – Earned Sick Time for Employees

- 12.1.6 **Michigan**

- Michigan Paid Medical Leave Act

- 12.1.7 **Nevada**

- State of Nevada Senate Bill #312 (“Paid Leave Act”)

- 12.1.8 **New Jersey**

- State Temporary Disability Insurance and Paid Family Leave Law – State of New Jersey, Department of Labor and Workforce Development  
Paid Sick Leave State Law – New Jersey Paid Sick Leave Act

- 12.1.9 **New York**

- State Disability Insurance and Paid Family Leave Benefits Law– New York State Department of Labor  
New York State Paid Sick Leave Policy

- 12.1.10 **Oregon**

- Paid Sick Leave State Law – Mandatory Provision of Sick Time (SB 454)

- 12.1.11 **Philadelphia**

- City of Philadelphia, Promoting Healthy Families and Workplaces (“Sick Time”)

12.1.12 **Rhode Island**

State Temporary Disability Insurance and Temporary Caregiver Insurance– Rhode Island  
Department of Labor and Training  
Paid Sick Leave State Law – Healthy and Safe Families and Workplaces Act (takes effect July 1, 2018)

12.1.13 **San Diego**

City of San Diego Earned Sick Leave and Minimum Wage Ordinance

12.1.14 **Vermont**

Paid Sick Leave Law – 21 V.S.A. §§ 481-486, and Earned Sick Time Administrative Rules

12.1.15 **Washington State**

Paid Sick Leave State Law – Initiative 1433

**Note:** In addition to the federal Family Medical Leave Act (FMLA), the following states have their own family leave laws: California, Connecticut, Hawaii, Maine, Michigan, Minnesota, New Jersey, Oregon, Rhode Island, Vermont, Washington, and Wisconsin.

12.2 Each state has its own disability benefit maximum and it may be adjusted annually. Because the amount of the State Disability benefit may be less than 60% of the associate’s normal base wages, the associate may also file for Short Term Disability benefits with our vendor.

12.3 Any State Disability Leave granted, which qualifies under the Family Medical Leave Act and/or other state family medical leave law, will run concurrently for the 12-week allowance provided under the FMLA Leave and/or other state family medical leave law. Therefore, an associate on State Disability Leave should also file their claim with our vendor to ensure their FMLA Leave is also considered. See the FMLA Leave policy for more information.

**Section 13 – PROCEDURES FOR REQUESTING A LEAVE OF ABSENCE**

13.1 An associate requesting a leave of absence should contact his or her supervisor, manager, administrative assistant, or Human Resources in accordance with site procedures to obtain the appropriate Leave of Absence packets and applicable forms. It is important that you maintain communication with your supervisor throughout your leave. In addition, FMLA and/or Short Term Disability must also be reported to our vendor.

***This document explains the guidelines and procedures governing the Company Leave of Absence policy. While it is the Company’s intent to continue these procedures, we reserve the right to modify, amend, or terminate any of the leave provisions at any time and for any reason.***

# POLICIES & PROCEDURES

## 520.5 WORKPLACE VIOLENCE PREVENTION

### PURPOSE

DHL Supply Chain is committed to maintaining a workplace that is free from violence or threat of violence. Threats, threatening behavior, or acts of violence against associates, visitors, guests, or other individuals by anyone on Company property, customer's property or other locations associated with the workplace will not be tolerated. Violations of this policy will lead to disciplinary action up to and including termination of employment.

### POLICY AND PROCEDURE

Examples of behaviors and situations deemed workplace violence include, but are not limited to, the following:

- Actual or threatened physical contact (e.g. fights, pushing, intimidation)
- Direct, indirect or veiled threats
- Verbal threats, including, abusive, intimidating or harassing behavior
- Possession of a weapon on Company property or a job site, unless specifically authorized pursuant to law. (A weapon is defined as any firearm, explosive device, knife or other weapon specifically designed or intended to be used to inflict physical harm)
- Malicious acts of destruction or sabotage against Company property, customer property or another's personal property
- Stalking
- Violation of a restraining order, temporary protection order or permanent protection order
- Threats of suicide

Any person who makes threats, exhibits physically threatening behavior or engages in violent acts on Company property will be removed from the premises as quickly as safety permits and shall remain off Company premises pending the outcome of an investigation. No existing Company policy, practice or procedure should be construed to prohibit decisions or actions designed to prevent a threat from being carried out, a violent act from occurring or a life threatening situation from developing.

All Company associates are responsible for immediately notifying management of any threats, threatening behavior or acts of violence, which they have witnessed, received or have been told that another person has witnessed or received. Even without an actual threat, associates should also report any behavior they have witnessed that they regard as threatening, intimidating or violent. Associates are responsible for making this report regardless of the relationship between the individual who initiated the threat or threatening behavior and the person or persons who were threatened or were the focus of the threatening behavior. There will be no retaliation against an associate who, in good faith, reports or complains about a threat, intimidation or violence. Reports will be investigated promptly and, if warranted, actions taken.

Please reference the documents outlining procedures on handling a bomb threat as well as a situation involving an active shooter. These documents are posted on Experience North America as supplements to this policy.

**IMPORTANT NOTICE: Reporting incidents of workplace violence to the company is not a replacement for calling 911 for emergencies. For emergencies and/or incidents presenting perceived imminent danger you should immediately call 911 or the local authorities.**

Site managers are responsible for ensuring that a copy of this policy is available in the site's Policies & Procedures binder, and that the related *CEO Letter Workplace Violence Prevention* is posted in an area accessible by all associates.

For those situations where you may want to report threats, threatening behavior or acts of violence separate from your chain of command or Associate Concern Resolution Process, you should use the NEAR hotline at 1-866-678-6327.

Any associate obtaining a protective or restraining order from a court or other governmental authority listing the Company as a location that is protected, must provide to the responsible site management representative, a copy of the temporary protective or restraining order that was granted or a copy of any protective or restraining order that is made permanent.

# POLICIES & PROCEDURES

## 420.1 VACATION

### **PURPOSE**

DHL Supply Chain recognizes that time away from work contributes to our associates' health and job effectiveness. Therefore, it is DHL Supply Chain's policy to provide paid vacation benefits for eligible associates on an accrual basis.

### **POLICY AND PROCEDURE**

#### **1. ELIGIBILITY FOR VACATION BENEFITS**

- 1.1 Vacation is computed, scheduled and taken on a calendar year basis.
- 1.2 All regular full-time associates are eligible to receive vacation benefits after completing six months of continuous full-time service with DHL Supply Chain.
- 1.3 All vacations must be taken in the year accrued. Any vacation hours not used by December 31<sup>st</sup> of each year will be forfeited. However, unused vacation that could not be taken due to operational issues and unused vacation less than one-half day will be paid.
- 1.4 Certain states require employers to either allow carryover of vacation or pay out any accrued but unused vacation. In those states, any accrued and unused vacation remaining at December 31<sup>st</sup> of each year will be paid.

#### **2. AMOUNT OF VACATION TIME**

- 2.1 All regular full-time associates accrue paid vacation time according to the following schedule:

<b>Length of Continuous Service</b>	<b>Annual Vacation Benefit</b>
After six months	Up to 40 hours*
After one year	Up to 80 hours*
After five years	Up to 120 hours*
After 15 years	Up to 160 hours*
After 20 years	Up to 200 hours*
After 25 years	Up to 240 hours*

\* Prorated based on month of hire; see Exhibit I (attached)

- 2.2 Associates are not eligible for vacation during the first six months of employment. Part-time associates who have transitioned to full-time will follow the vacation accrual schedule based on their full-time length of service. Full-time associates who have transitioned to part-time and back to full-time will not lose their previous full-time vacation accrual. However, the time period during the part-time employment status is not eligible for vacation accrual.

- 2.3 See the tables in Exhibit I (attached) for an illustration of the annual vacation benefit based on month of hire.

### 3. COMPUTING VACATION TIME

- 3.1 Regular full-time associates begin to accrue vacation time after completing six months of service. During the milestone years (5, 15, 20, 25), associates begin to accrue vacation hours at the higher rate (noted below) effective the month of their hire date. Associates would then be eligible for the maximum vacation benefit in the next calendar year.
- a. After **six months** of employment, vacation begins to accrue at a rate of 6.67 hours effective the last day of each month per calendar year. No vacation is accrued or can be taken during the first 6 months of employment.
  - b. After **five years** of employment, vacation begins to accrue at a rate of 10.0 hours effective the last day of each month per calendar year.
  - c. After **15 years** of employment, vacation begins to accrue at a rate of 13.33 hours effective the last day of each month per calendar year.
  - d. After **20 years** of employment, vacation is accrued at a rate of 16.67 hours effective the last day of each month per calendar year.
  - e. After **25 years** of employment, vacation is accrued at a rate of 20.0 hours effective the last day of each month per calendar year.

### 4. SCHEDULING OF VACATIONS

- 4.1 Vacations ordinarily may be taken at any time during the calendar year. However, vacations should be scheduled to ensure the normal operating efficiency of the facility and/or department. When business needs dictate, associates may be required to reschedule vacations. Every effort will be made to honor requests for vacations that have already been scheduled.
- 4.2 Consideration will be given to associates' personal needs as well as facility/department requirements. Whenever necessary, priority is given to scheduling requests on the basis of length of service.

### 5. REQUESTING VACATION TIME

- 5.1 A vacation list is maintained at each facility/department early in the year to allow associates to request their preferred vacation period. Changes in the schedule are granted at the discretion of the associate's facility/department manager or supervisor.
- 5.2 After six months of employment, associates may take vacation time in advance of the accrual. This will be treated as an advance. The maximum vacation advance allowable is 40 hours and must be related to the current vacation period. Associates cannot borrow from the upcoming year's vacation. In order to take advantage of vacation advances, the associate is required to complete a *Payroll Deduction Authorization Form* allowing DHL Supply Chain to deduct any vacation advances (taken but not accrued) from the associate's last pay upon termination, unless other requirements or restrictions exist under state law.
- 5.3 Associates are encouraged to take vacation in weekly increments; however, single days of vacation may be taken when necessary. No vacation may be taken in less than half-day increments.
- 5.4 Associates may request to use their accrued vacation time when absent from work. The use of paid time does not excuse the absence as outlined in 520.1 Attendance Policy but allows the associate to

utilize their accrued paid time off to make up for lost wages due to the absence. Vacation pay must be used in full hour increments.

## **6. VACATION PAY**

- 6.1 Vacation pay is computed at the associate's regular, straight-time salary or wage, plus any shift differential.
- 6.2 For DOT drivers, an average hourly rate of pay will be calculated based on the last full three month's earnings. This amount will be used to calculate vacation pay.

## **7. HOLIDAYS DURING VACATION TIME**

- 7.1 If a recognized holiday occurs during an associate's vacation period, the associate is granted an additional day of vacation for the paid holiday.

## **8. LEAVES OF ABSENCE AND VACATION TIME**

- 8.1 Authorized leaves of absence are not considered part of the normal vacation for which the associate is eligible. See Leave of Absence Policy for more details.
- 8.2 Vacation time will continue to accrue during approved leaves of absence except for unpaid personal leave.
- 8.3 Associates will accrue vacation while on temporary layoff.

## **9. VACATION AT TERMINATION**

- 9.1 Associates leaving the organization prior to completing six months of employment are not eligible for vacation time.
- 9.2 Associates leaving the organization after six months of employment are eligible to receive payment for any vacation accrued but not taken.
- 9.3 Any vacation advances outstanding at the time of termination will be deducted from the associate's final pay as determined on the *Payroll Deduction Authorization Form* with the exception of those associates that reside in a state that has restrictions on payroll deductions (example: California).

## **10. RE-HIRE POLICY**

- 10.1 If an associate is re-hired less than one year from termination, the associate's vacation eligibility will be reinstated. That is, credit for prior service will be granted.
- 10.2 If an associate is re-hired more than one year from termination, the associate will be treated as a new associate. No credit for prior service will be granted.



# POLICIES & PROCEDURES

## 110.3 SOLICITATION

### PURPOSE

We receive many requests from organizations and individuals seeking permission to solicit associates at our locations for various causes or asking that we conduct solicitations for them. Many of these requests are made in support of worthwhile endeavors, which are commendable in their areas. However, should we permit all such solicitations; it would seriously impair the efficient operation of our facility. DHL Supply Chain North America places limits on solicitation and distribution of literature on company property to prevent interference with the working environment and to maintain a harmonious work environment.

### POLICY AND PROCEDURE

#### 1. LIMITATIONS

1.1 The term "solicitation" includes, but is not limited to, requesting funds or signatures, handing out promotional literature or gifts, offering to sell or buy goods or services, and conducting membership drives.

1.2 The term "distribution" includes the handing out, posting, or other dissemination of any type of document, including pamphlets, posters, flyers, e-mails or letters, other than those documents distributed as part of an associate's assigned job duties.

1.3 Associates are permitted to engage in solicitation or distribution of literature for any group or organization, including charitable organizations, except when the following activities are involved, all of which are prohibited under this Policy:

(a) The sale of merchandise or services on company premises.

(b) Solicitation and distribution of literature during the working time of either the associate engaging in the solicitation or distribution or the targeted associate.

Note: The term "working time" does not include an associate's authorized lunch or break periods.

(c) Distribution of literature in work areas.

(d) Distribution of literature in a manner that disturbs the appearance or cleanliness of company property.

(e) Solicitation or distribution that involves the use of DHL Supply Chain's computers or other company devices, electronic network, or e-mail addresses.

(f) Distribution of materials that would constitute harassment on the basis of protected grounds.

1.4 The above prohibited activities are permissible only when the activity is sponsored, endorsed or otherwise authorized by DHL Supply Chain or the site management team.

#### 2. RESPONSIBILITY FOR ENFORCING POLICY

**2.1 Managers and supervisors are responsible for enforcing the provisions of this policy. Any incident of solicitation or distribution in violation of this policy should be reported immediately to site management.**

2.2 Questions concerning this policy should be referred to the manager in charge of the operation where the unauthorized solicitation or distribution occurred.

2.3 When exceptions to this policy are authorized, the manager in charge ensures that the manner and method of solicitation or distribution do not interfere with company operations or otherwise create an intimidating, hostile or offensive work environment.

2.4 The manager of the operation has the right to order that any solicitation or distribution in violation of this policy cease immediately and that the solicitors leave the premises immediately.

2.5 Associates violating this policy are subject to corrective action as described in Policy 510.3 General Behavior and Safety Rules. Associates should seek guidance from Management and/or Human Resources prior to engaging in conduct that could be construed as solicitation.

### PURPOSE

DHL Supply Chain wishes to maintain a work environment that is safe for all associates, and free of illegal drugs, alcohol, firearms, explosives, or other improper materials. The company likewise wishes to outline procedures related to unauthorized possession of these materials on its property and related to theft of company or customer materials. This policy outlines for associates prohibited items and their use on company property, and communicates the company policy related to inspections in the work environment. Additionally, management procedures for such inspections are provided.

### POLICY AND PROCEDURE

DHL Supply Chain prohibits the possession, transfer, sale, or use of any illegal drugs, alcohol, firearms, explosives, or other improper materials on its premises. Further, while desks, lockers, and other storage devices may be provided for the convenience of associates, they at all times remain the sole property of the company. They, as well as any articles found within them, may be inspected by an agent or representative of the company at any time, with or without prior notice, with reasonable suspicion or as part of a random inspection. To facilitate enforcement of this policy, and to discourage theft and unauthorized possession of any prohibited materials, including company or customer materials, the company and its representative(s) may also inspect all persons entering and/or leaving the premises along with any packages or other belongings on the person at time of entrance/exit.

1. **Inspection(s)** - In conjunction with the above and as a condition of employment, the following rules shall apply to all associates:
  - 1.1 DHL Supply Chain maintains the right to inspect desks, lockers, and other storage devices, persons entering and/or leaving the building and any packages or other belongings in their possession based on cause/reasonable suspicion or as part of a uniform random inspection. Once a person has physically left company property, an inspection may no longer occur. Inspections should not be conducted on associate vehicles (exception: Only if negotiated within a customer contract).
  - 1.2 DHL Supply Chain prohibits the possession, transfer, sale or use of company or customer materials for personal use and prohibits any such items from leaving the building without written authorization from Senior Management. Such removal or unauthorized possession will be considered a violation of company policy and may lead to disciplinary action, up to and including termination of employment.
  - 1.3 The company has posted notices in conspicuous places informing all persons of the company's policy regarding inspections and the right to question individuals and conduct inspections (see attached file "210.9 Inspection Policy – POSTER 309). Refusal to cooperate shall be grounds for denial of access to property and disciplinary action, up to and including termination of employment.
2. **Inspection Procedure** - DHL Supply Chain utilizes inspections to ensure the safety and integrity of the work environment and to safeguard company and customer materials.

Title: 210.9 INSPECTION PROCEDURES POLICY

Revised: July 2018

Policy Owner: Human Resources

Proprietary and Confidential Information – Internal Use Only

- 2.1 All inspections are to be conducted by a lead member of management and accompanied by another member of management or an associate, if possible, as a witness. The *Inspection Tracking Form*, which accompanies this policy (210.9 Inspection Policy – Tracking Form) should be used to document the inspection.
- 2.2 Copies of this Inspection Policy will be made available to associates during all inspections. Management will leave a copy of the policy in every storage device that has been inspected.
- 2.3 Random inspections of lockers, desks or offices may be conducted at any time; associates need not be present.
- 2.4 When an inspection is deemed necessary or is part of an SOP, it must be conducted at 100% of all associates, or a Random Search Screening Tool (also known as a randomizer) must be used. If a randomizer is used, then the set percentage established must be the same for all shifts for at least one business day.

Note: Inspection patterns should never be based on anything other than a percentage. Inspections should never be based on clothing color, male/female, type of job, or any discriminatory characteristics or criteria, etc.

- 2.5 Items that may be inspected upon entering/exiting the building include, but are not limited to, the following: backpacks, lunch bags or boxes, gym bags, purses, briefcases, toolboxes, cardboard, coats, etc.
- 2.6 Inspectors shall never physically touch any person or their belongings. Inspectors will instead request that the associate empty or shift items to allow for an unobstructed view of all items under inspection.
- 2.7 If an unauthorized item(s) is found, management will ask the associate to follow them to a private area, with a witness if possible, while separating the item from the associate's possession.
- 2.8 If the item is a weapon or a controlled substance, management will contact the local law enforcement agency and then DHL Supply Chain Security through the NEAR Critical Incident Line (1-866-678-6327). If other prohibited or unauthorized items are found, management will contact DHL Supply Chain Security through the NEAR Critical Incident Line (1-866-678-6327) to receive directions on how to proceed.

# POLICIES & PROCEDURES

## 510.1 TOBACCO-FREE WORKPLACE

### **PURPOSE**

In order to provide a healthy environment for associates and visitors, and comply with state, provincial and local laws, DHL Supply Chain has established a tobacco-free policy within all areas designated as a workplace. Because we are committed to the health and well-being of our associates, we have further extended the range of our tobacco-free workplace to specify that the **use of tobacco and related tobacco products is prohibited anywhere on workplace premises**. This policy applies to all associates, contractors, vendors and visitors at or on the premises of a Supply Chain North America workplace.

### **POLICY AND PROCEDURE**

#### **1. DEFINITION**

1.1 “Workplace” is defined as, but not limited to:

- a) Company-owned, -leased, or -operated buildings and/or vehicles
- b) Company-hosted meetings or events
- c) Any other location or area in which DHL Supply Chain associates perform work
- d) Company premises and additional surrounding areas.

1.2 “Tobacco” refers to all products that contain tobacco, including but not limited to:

- a) Cigarettes, cigars, pipes, electronic cigarettes or any other smoking product.
- b) Chew or other smokeless products. (Not including nicotine gum or patches.)

Note: The Company reserves the right to restrict use of non-tobacco products that create the appearance of tobacco use within the workplace, such as non-nicotine electronic cigarettes.

#### **2. TOBACCO USE IN THE WORKPLACE**

2.1 Use of tobacco is not permitted in the following areas:

- a) Any location designated as an DHL Supply Chain workplace. This includes all Company premises, internal and external, including parking lots and garages (including inside personal vehicles on Company premises), entrances and exits, sidewalks and green spaces, regardless of whether such internal or external areas are shared by or leased from a third party.
- b) Locations designated as “No Smoking” or locations prohibited by state, province or local law

2.2 DHL Supply Chain associates may not use tobacco products in designated smoking areas provided by third parties.

2.3 Associates who choose to use tobacco products must do so on their regularly scheduled breaks or meal periods, only as permitted by site policies or practices; **and** must do so off workplace premises (as defined in Section 1.1).

#### **3. RESPONSIBILITIES**

3.1 Each associate is responsible for adhering to the policies around tobacco use in the workplace.

3.2 Managers and supervisors are responsible for maintaining adherence to the tobacco-free policy.

#### **4. TOBACCO USE BY VISITORS ON PREMISES**

4.1 Contractors, vendors and visitors in a DHL Supply Chain workplace are expected to follow all rules concerning tobacco use. Associates are responsible to inform individuals of these rules, as necessary.



## **BENEFITS INFORMATION**

### **BE SECURE – Programs that work for you**

We're proud to offer you a wide range of health and welfare benefits that are competitive for our industry, and balance both affordability and choice of coverage.

Full Time associates who meet the requirements of the Affordable Care Act will be eligible for most Be Secure benefits after completing 30 days of employment. After you enroll, your health and welfare benefit selections generally remain in effect for the balance of the calendar year. Your only option to change those selections would come with a Qualified Status Change, which is a qualifying life status event (marriage, birth of a child, etc.). You must submit the change no more than 31 days from the event, and your Enrollment Guide will provide more detail on how to do this.

You should receive your benefits Enrollment Guide at your site. Your deadline to enroll is no later than your 30th day of full-time employment. If you don't receive your benefits Enrollment Guide, it is your responsibility to contact Your Benefit Link by phone or online to obtain a copy. An extension or exception to this deadline will not be granted solely because you did not receive your guide. Further, if you don't enroll by this deadline, you won't have another chance to enroll for benefits until the next Open Enrollment period for the upcoming calendar year.

**Example:** *If your hire date is May 20, your eligibility date would be June 18. Your deadline to enroll would be June 18 (your 30th day of full-time employment).*

**My benefits eligibility date is:** \_\_\_\_\_  
(your 30th day of full-time employment)

**My enrollment deadline is:** \_\_\_\_\_  
(your 30th day of full-time employment)

Call Your Benefit Link at 1-877-411-4455 or log on to [www.yourbenefitlink.com](http://www.yourbenefitlink.com) if you don't receive your benefits Enrollment Guide as indicated above.

Check your handbook for additional benefits information or refer to the associate policies on specific benefits offered.



## **Opportunities**

### **Growing your career**

**OUR PEOPLE ARE OUR MOST IMPORTANT ASSET – OUR MARKET-LEADING POSITION IS DIRECTLY RELATED TO THE SKILLS AND KNOWLEDGE THAT EACH AND EVERY DHL Supply Chain ASSOCIATE BRINGS TO THIS ORGANIZATION.**

If you're looking to find a new position within the company, you can check with your manager or supervisor, or find job opportunities that may be posted at your site.

Also, check out this online resource for DHL Supply Chain job postings:  
[www.DHL.com](http://www.DHL.com) – Join our Team section\*

*\* Be sure to check with your manager, supervisor or HR contact to follow the internal application process.*

You can also grow your career by expanding your horizons:

- volunteer for startup sites and assignments that stretch your abilities
- ask about labor sharing and cross-training



## Development

### Performance Management

Understanding and managing your performance is an important part of growing in your career. Performance reviews with your supervisor provide feedback that reviews actual performance against goals. You should expect performance reviews at 30/60/90 days, then once a year.

To ensure your development in your role, Exel has a specific development approach:

- 70/20/10 development approach
  - 70% focused on skills, knowledge and experience gained **on the job** (experience)
  - 20% focused on activities that expand current responsibilities **near the job** (exposure)
  - 10% focused on formal training obtained **off the job** (education)
- Training opportunities
  - specific to your functional role (i.e., forklift certification)
  - safety and other site-specific training
  - opportunities to participate in continuous improvement process
  - training courses specific to your role, such as the *Coordinator Enrichment Program*
  - talk with your site supervisor
- Education reimbursement program
  - eligible after one year of service
  - tuition for job-relevant courses only

**Digitally Signed By: Affiavi Tatiana Miezán-Ezo**  
**Date: Jul-25-2023 8:41:13 PM EDT**

07/25/2023

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Employee Signature

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Date