

Local 355 Pick-up and Delivery Rider
Effective
April 1, 2008 to March 31, 2013

ARTICLE 22. RECOGNITION

This Agreement is entered into by and between DHL EXPRESS (USA), INC. (hereinafter the “Company”, “Employer” or “DHL”), the Teamsters DHL National Negotiating Committee (“TDHLNNC”), and LOCAL UNION NO. 355, affiliated with THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS (hereinafter “Union”) covering operations at the Company’s BWI airport station and the BWI/MTN pickup and delivery station. This Local Rider is supplemental to and becomes a part of the National Master DHL Agreement, hereinafter referred to as the “National Agreement” and the Pickup and Delivery Operational Supplement, hereinafter referred to as the “Operational Supplement,” for the period commencing April 1, 2008 through March 31, 2013. This Local Rider shall not become effective unless and until it is ratified by the Employer’s pickup and delivery employees represented by the Union and approved in writing by TDHLNNC as provided in the National Agreement (Article 2, Scope of Agreement, Section 1, Scope and Approval of Local Supplements).

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

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

ARTICLE 23. SCOPE AND ASSIGNMENT OF UNIT WORK

Section 1. Operations Covered

- A. Qualified bargaining unit employees shall shuttle all material destined for the BWI/MTN service area from the arrival airport to the station.

ARTICLE 24. JOB BIDDING AND FILLING OF VACANCIES

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

The Company will permit 85% of the full time workforce at both BWI and TWN to bid shifts based on both start times and route. The bid shall be posted on November 1st of each year and remain posted for three (3) weeks. The first week shall be for employee review. The employees shall then select their preference in seniority order in the second and third week 10% per day. Bids shall be awarded by January 31.

Those employees who do not receive a regular bid shall work as cover drivers. These employees shall be allowed to bid in seniority order weekly vacation cover as well as long term disability of a week or more in duration.

Those employees who do not receive a regular or cover bid shall work as assigned or be subject to the following:

After a one (1) day layoff the employee may elect to displace the junior part time employee. The Employer shall make all reasonable efforts to provide as much notice as possible of this layoff. The eight (8) hour guarantee shall not apply on the day of layoff however the employee will be provided any available work. Once the employee has displaced a part time employee, he will be guaranteed four (4) hours per day and twenty four (24) hours per week. The employee shall continue to receive his regular full time rate of pay.

By mutual agreement between the Company and the Union, the Company may have additional bids in order to address operational needs.

Section 2. Split Shifts

Split shift driver/warehousemen employees are those people with a guaranteed shift of eight hours split into two (2) periods by an unpaid break not to exceed four (4) hours. A split shift will be scheduled for no less than three (3) hours or more than five (5) hours in each period. The Company will change two (2) split shift employees to full time (8 consecutive hours) each year of the contract.

ARTICLE 25. USE OF AND PERFORMANCE OF BARGAINING UNIT WORK BY PERSONNEL OTHER THAN FULL-TIME SENIORITY EMPLOYEES

Section 1. Part-Time Personnel

Notwithstanding the provisions of Article 11 of the Pickup and Delivery Operational Supplement (“Use of and Performance of Bargaining Unit Work By Personnel Other Than Full-Time Seniority Employees”), the following provisions shall apply.

Definition. A regular part-time employee is an individual who is scheduled to work a guaranteed minimum of at least (4) hours per day and twenty (20) hours per week.

Use of Part-Time Personnel. Regular part-time employees may be scheduled at any time of the day. They can be scheduled as supplemental employees to the full-time workforce on consecutive or non-consecutive schedules, Monday – Saturday. They can fill in for absent full-time employees prior to the use of full-time employees on overtime. When a regular part-time employee who is working in a replacement capacity for an absent full-time employee returns from his route, extra work will be first offered to available full-time employees prior to being offered to the returning part-time employee.

No full-time employee on the seniority list as of January 1, 1994, may be reduced to part-time status, nor may such employee be laid off so long as any part-time employee is working.

Part-Time Job Selection Procedures: Part-time employees shall have first opportunity, by seniority, if qualified, to fill full-time openings within their terminal. Part-time employees who become full-time shall be considered new hires for purposes of seniority. They shall retain overall company seniority for purposes of entitlements.

Section 2. Part-Time Casuals

A part-time casual employee is not regularly scheduled to work. A part-time casual is guaranteed 4 hours/day on days worked, but not guaranteed any number of hours/week. Part-time casual employees cannot be scheduled as supplemental employees to the full-time workforce, but they can fill in for absent full-time employees prior to the use of full-time employees on overtime. When a part-time casual employee who is working in a replacement capacity for an absent full-time employee returns from his route, extra work will be first offered to available full-time employees prior to being offered to the returning part-time casual employee.

Section 3. Limits on Part-Time Employees

The combined regular part-time employee and part-time casual employee workforce cannot exceed 25% of the total bargaining unit workforce. Part-time employees may not be scheduled to work back-to-back shifts covering eight (8) consecutive hours, except when replacing a full-time employee. If a part-time employee works eight (8) hours per day for thirty (30) working days in a sixty (60) calendar day period, then the Company will add a full-time position to the bargaining unit. The months of November and December are excluded from this computation as are instances of late aircraft arrival or acts of God.

ARTICLE 26. HOURS OF WORK, WORK DAY, WORK WEEK, OVERTIME, AND SCHEDULING

Eight (8) consecutive hours shall constitute a basic work day in any one twenty-four (24) hours. Forty (40) hours, five (5) consecutive days (Monday through Saturday) shall constitute a basic work week. An employee may exercise his seniority to bid two (2) non-parallel shifts (consisting of eight (8) hours). This shall constitute a full-time split shift. No more than 10% of the bid routes shall be comprised of split shifts.

All work performed by employees in excess of eight (8) hours in any one day or in excess of forty (40) hours in any one work week shall be considered overtime and shall be paid for at the rate of one and one-half (1 1/2) times the normal straight time rate of pay.

Each employee shall receive a lunch period of thirty (30) minutes between the third (3rd) and fifth (5th) hour of work.

Whenever any regular employee is ordered to report for work and does report at the time specified, he shall be guaranteed not less than eight (8) hours earning opportunity on each date that he so reports, providing, however, that this guarantee shall not apply when the facility must close as a result of an act of God.

Emergency lay off: Employer must notify employees as soon as possible of an emergency closing, but no later than their start time. Any employee at the station at their start time not notified of the closing is guaranteed four (4) hours. All available work will be offered in seniority order. If worked the employee is guaranteed eight (8) hours.

Whenever a part-time employee is ordered to report for work and does report at the time specified, he shall be guaranteed not less than four (4) hours earning opportunity on each day that he so reports, providing, however, that this guarantee shall not apply when the facility must close as a result of an act of God.

All work performed on the seventh (7th) consecutive work day shall be paid for at two (2) times the normal straight time rate of pay for all hours worked, and the eight (8) hour daily guarantee shall apply.

No employee covered by this Operational Supplement shall be required to work more than ten (10) hours in any one (1) shift once returned to the terminal, absent operational necessity occurring during peak season.

ARTICLE 27. ELIGIBILITY REQUIREMENTS FOR HOLIDAY PAY

Notwithstanding the provisions of Article 15 of the Pickup and Delivery Operational Supplement (“Eligibility Requirements for Holiday Pay”), the following provisions shall apply.

No employee shall be eligible for holiday pay if he is absent on the work day preceding or succeeding the holiday, unless the employee is on vacation, his regularly scheduled day off, is on leave for a death in the family, or is out sick for which he has a doctor's certificate.

Probationary employees are eligible for holiday pay on the same terms as regular employees. Those employees absent due to a work-related injury will be eligible for holiday pay during the first sixty (60) days of such absence.

ARTICLE 28. DISCIPLINE AND DISCHARGE

Cardinal Infractions. No warning notices are necessary for those cardinal infractions as set forth in the Philadelphia Supplement in existence on the date of ratification of this Agreement.

ARTICLE 29. JURY DUTY

All full-time employees called for jury duty will receive the difference between eight (8) hours pay at the applicable hourly wage and actual payment received for jury service for each day of jury duty to a maximum of fifteen (15) days pay for each contract year. It is agreed that part-time employees on the active seniority list on or before the date of ratification of this Agreement shall receive four (4) hours pay per day at their regular hourly rate of pay not to exceed ten (10) work days per contract year.

ARTICLE 30. FUNERAL LEAVE

Part-time employees employed on or before the date of ratification of this Agreement and all full-time employees shall receive three (3) days at no loss of pay in case of death of immediate family; spouse, mother, father, sister, brother, children, mother-in-law or father-in-law, grandfather, grandmother, spouses grandfather or grandmother. Funeral leave is exclusive of Saturdays, Sundays, and holidays when not regular work days. The Company reserves the right to require satisfactory proof of death.

ARTICLE 31. HOLIDAYS

The following days of the year shall be considered paid holidays. If any of these days falls on a Sunday, the holiday shall be celebrated on Monday.

New Year's Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Fourth of July	Christmas Day
Labor Day	
Personal Holiday (6 days)	

Personal Holidays can be taken on seventy-two (72) hours notice to the Employer and shall be during the twenty-four (24) hour period beginning with the normal starting time of the employee's regularly scheduled shift. The Company agrees to permit 5% of each shift, rounded up, to be on personal holiday at any one time except the period from the week after Thanksgiving through Christmas Day when the allowance will be 3%. AM shifts are defined as those shifts starting before noon and PM shifts are defined as those shifts starting after noon. The Company will block out a period from Memorial Day to Labor Day for the granting of an additional Personal Day per shift at both the BWI and the TWN facilities.

All regular employees affected by this Agreement shall be permitted to observe the above holidays with pay of eight (8) hours for each holiday, regardless of the day of week in which the holiday occurs. Any unused personal holidays will be paid to the employee by the end of the January in the subsequent calendar year.

When casual employees have worked not less than three (3) days in any one holiday week, they shall be permitted to observe the holiday occurring with pay.

Whenever a holiday occurs in a work week, overtime shall be paid for after thirty-two (32) hours of straight time have been worked during such work week.

All work performed on holidays (12:01 A.M. to 12:00 midnight) shall be paid for at one and one-half (1 ½) times the normal straight time rate of pay for all hours worked (the 8 hour guarantee shall apply), plus holiday pay as applicable.

New employees hired during the contract year will accrue personal Holidays according to the following accrual schedule:

JAN 1 -	MAY 15	(6)
MAY 16 -	AUG 15	(3)
AUG 15 -	DEC 31	(1)

Holiday pay for part-time employees hired after ratification of this Agreement will be on a pro-rated basis, calculated by averaging the number of hours worked per week from the previous two (2) weeks.

ARTICLE 32. VACATIONS

Any part-time employee hired on or before the date of ratification of this Agreement or any full-time employee who has completed one (1) year of service with the Company shall be granted two (2) weeks vacation with pay. Any employee who has completed five (5) years of service with the Company shall be granted three (3) weeks of vacation with pay. Any employee who has completed ten (10) years of service with the Company shall be granted four (4) weeks of vacation with pay. Any employee who has completed twenty (20) years of service with the Company shall be granted five (5) weeks vacation with pay.

Any employee shall be entitled to his vacation pay after working 150 days, but he must complete the first full year of service (12 months) to receive such paid vacation. The 150 day calculation is used solely to establish entitlement. In making the computation of days worked, the following shall apply:

1. The 150 days to determine entitlement to vacation pay shall begin and be counted in each year, beginning with the employee's anniversary date.
2. The vacation period to which the employee will be entitled shall be counted as days worked.
3. If an employee works less than 150 working days due to an on-the-job injury, vacation will be prorated as follows:
 - a. $\frac{\text{number of days worked (including holiday and vacation days)}}{150} = \% \text{ factor}$

- b. normal vacation pay x % factor = pro rata vacation due

The vacation period shall be January 1st through December 31st. Employees shall bid on vacation by seniority in November in conjunction with the annual route bid. Except as provided by below, employees shall be eligible for their earned vacation as of January 1st of each year.

In any year in which an employee is eligible for an additional vacation week by length of service, the employee shall bid the additional week after his anniversary date, provided however any employee with an anniversary date after November 15th which makes him eligible for the additional vacation week will be paid off for his additional vacation time on a pro rata basis and will receive the additional week after January 1st of the following year.

Vacation pay shall be paid in advance of the vacation period and shall be paid at the rate of forty (40) hours, eighty (80) hours, one hundred and twenty (120) hours, one hundred and sixty (160) and two hundred (200) hours at his base rate of pay. In addition, all monies that an employee has earned prior to his vacation period shall be paid to him prior to said vacation period upon his request, if applicable.

When a recognized holiday for which an employee would be paid falls within an employee's paid vacation period, such employee shall receive an additional days' vacation with pay or extra days' pay which shall be one-fifth (1/5) the amount of his week's vacation pay.

Employees laid off for lack of work after the first year's continuous service shall receive pro-rata vacation pay for the earned portion of their vacation which shall be computed from his base rate of pay.

The Company will allow a minimum of 10% (rounded up) of the employees on each shift to be on vacation at any week. The Company will ensure that all employees are able to take all earned vacation time within the vacation period except as outlined in 13.02 above. Employees will be permitted to use this vacation from 1 January through Thanksgiving. The Company reserves the right to limit vacation availability from the day after Thanksgiving until Christmas due to operational considerations. The Company will make available one (1) vacation week per shift in each facility during this period.

ARTICLE 33. SICK LEAVE

Effective January 1st and each January 1st thereafter, part-time employees employed on or before the date of ratification of this Agreement and all full-time employees shall be entitled to six (6) days sick leave, up to a maximum of thirty-six (36) days. At the end of each year, the Company agrees to notify employees, (in writing) the total of unused sick days (if any) they are carrying over to the following year. Once employee receives written

notice from the Company, they may elect to be paid off for unused sick days, up to a maximum of six (6) days.

Sick days are to be used for bonafide illnesses or injuries, and are not to be based as personal days.

New full-time employees shall receive a pro rata portion of sick days during their first contract year, based on the date they become full-time. For those hired between January 1 - March 1 (6 days), March 2 - May 1 (5 days), May 2 - July 1 (4 days), July 2 - September 1 (3 days), September 2 - November 1 (2 days), November 2 - December 31 (1 day).

ARTICLE 34. WAGES

The following full-time hourly rates shall apply:

	4/1/2008	10/1/2008	4/1/2009	4/1/2010	4/1/2011	10/1/2011	4/1/2012	10/1/2012
FT Drivers	\$ 22.53	\$ 22.88	\$ 23.28	\$ 23.73	\$ 24.13	\$ 24.58	\$ 25.03	\$ 25.53

The following part-time hourly rates for existing employees shall apply:

	4/1/2008	Year 2	Year 3	Year 4	Year 5
PT hired before 16 NOV 94	\$18.87	\$19.07	\$19.30	\$19.72	\$20.20
PT hired after 16 NOV 94 but on or before ratification	\$15.88	\$16.08	\$16.31	\$16.73	\$17.21

Rates of pay for part-time employees hired after April 1, 2008 shall be as follows.

New Hire	\$10.00/hour
After 12 months	\$10.20/hour
After 24 months	\$10.425/hour
After 36 months	\$10.85/hour
After 48 months	\$11.325/hour

All full-time employees required to start work between 3:00 P.M. and 7:00 A.M. as a regular shift shall receive \$0.05/hr, over and above their regular hourly rate, for all hours worked.

ARTICLE 35. PENSION

In accordance with the Pickup and Delivery Operational Supplement, the Company will continue to participate in the current pension plans and will contribute up to one dollar

(\$1.00) per hour per year per covered employee to be divided between health and welfare and pension as decided by the Area Co-Chairs.

ARTICLE 36. HEALTH & WELFARE

In accordance with the Pickup and Delivery Operational Supplement, the Company will continue to participate in the current health plans and will contribute up to one dollar (\$1.00) per hour per year per covered employee to be divided between health and welfare and pension as decided by the Area Co-Chairs.

ARTICLE 37. DURATION

The term of this Local Rider is subject to and controlled by all of the provisions of Article 28 of the National Agreement ("Duration") between the parties hereto.

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

COMPANY

UNION

TEAMSTERS LOCAL UNION NO. 355 affiliated
with the International Brotherhood of Teamsters

BY _____

BY _____

TITLE

TITLE