

**Local 391 Office Clerical Local Rider
Effective
April 1, 2008 to March 31, 2013**

ARTICLE 21. RECOGNITION

This Agreement is entered into by and between DHL EXPRESS (USA), INC. (hereinafter the “Company”, “Employer” or “DHL”) and LOCAL UNION 391, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS (hereinafter “Union” or “Local 391”). 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 Office Clerical Operational Supplement, hereinafter referred to as the Operational Supplement or “OCOS”, 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 Office Clerical employees represented by Local 391 and approved in writing by the National Union Committee 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 Office Clerical employees represented by Local 391.

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 22. SCOPE AND ASSIGNMENT OF UNIT WORK

Section 1. Operations Covered

The execution of this Agreement on the part of the Employer shall cover all clerical employees and operations as may be presently or hereafter represented by the Union, to include operations as the Employer’s RDU and CEW stations, provided that the coverage of this Agreement shall be limited to those operations of the Employer and classifications specifically set forth in Appendix ___ to this Agreement, which may be updated from time to time during the term of this Agreement.

ARTICLE 23. JOB BIDDING AND FILLING OF VACANCIES

There will be (3) three classifications, full time, part time and casual employees.

A schedule of all starting times and vacancies within each classification shall be posted for bid on the effective date of the contract in March and annually thereafter unless changes must be made because of operational needs and remain posted for ten (10)

calendar days, and become effective on the following Monday. The Company reserves the right to adjust, change and eliminate shifts as economic and operational needs dictate. An employee bidding on a starting time and/or vacancy in that classification will be given thirty (30) days to qualify for that position. Failure to qualify will require the employee to return to his former position.

Part-time employees may select permanent new jobs. A permanent new job for the purpose of this Article shall be one that has been in existence for a period of thirty working days. The same opportunity shall be given to full time employees when a vacancy occurs in a part time position in the same manner as described above.

Any claim abuse of this Article with respect to the use of part-time employees shall be subject to the grievance procedure.

ARTICLE 24. USE OF AND PERFORMANCE OF BARGAINING UNIT WORK BY PERSONNEL OTHER THAN FULL-TIME AND PART-TIME SENIORITY EMPLOYEES

The parties recognize and understand that this provision on Casual employees is intended to supplant the casuals provisions found in the Article 10, Section 3 of the Office Clerical Operational Supplement.

(a) A casual employee is an individual who is not on the regular seniority list and who is not serving a probationary period. A casual may be either a replacement casual or a supplemental casual as hereinafter provided. Casuals shall not have seniority status. Casuals shall not be discriminated against for future employment. Casual employees shall not have any rights to the grievance procedure or any other benefits unless outline in this Agreement.

(b) Replacement casuals are defined as employees who maybe utilized by an Employer to replace regular employees when such regular employees are off due to illness, vacations or other absence. However, it is understood and agreed that days worked by casuals to replace a regular employee who is absent from work for a known extended illness in excess of a ninety day period shall not be considered as replacement days for those days worked in excess of such ninety (90) days. To be considered a replacement, the casual must work on the shift that the absence occurred, or within two (2) hours thereafter.

(c) Supplemental casuals maybe used to supplement the regular work force if all available regular employees are working or scheduled to work. Casual employees shall not be used to deprive regular employees of overtime. Casuals put to work, shall be guaranteed three (3) hours of work or pay, but may be utilized for eight (8) hours at the employer's option.

(d) Where the Employer uses casuals to supplement his work force thirty (30) cumulative workdays within any ninety (90) calendar day period, the Employer shall be required to add one (1) probationary employee from among those that have worked during the qualifying period for each occurrence and such probationary employee to be added shall be designated no later than the beginning of the next payroll period. The seniority date for the probationary employee hired will revert back to the thirtieth (30th) day supplemental casuals were used. Failure to comply with this provision shall be subject to the grievance procedure.

(e) A monthly list of all extra, casual and/or probationary employees used during that month shall be submitted to the Local Unions, and a copy of same to the shop steward, by the tenth (10th) day of the following month.

Such list shall show:

- (1) the employee's name, address, and social security number;
- (2) the dates worked;
- (3) the classification of work performed each day and the hours worked, and;
- (4) the name, if applicable of the employee replaced.

This list shall be compiled on a daily basis and shall be available for inspection by a Union representative and/or shop steward.

ARTICLE 25. SICK LEAVE

Each full-time employee shall be allowed up to and including five (5) sick leave days per year with pay.

Unused sick leave days shall not be accumulated from year to year.

The Employer agrees to pay in money, an amount equal to any unused portion of the five (5) allowable sick leave days in each agreement year. This payment will be made in April of each year of this Agreement for the contract year preceding.

Sick leave will be paid to eligible employees beginning on the first working day of absence. The Employer shall not require a doctor's note unless the employee has been absent for three (3) consecutive work days.

Regularly scheduled part time employees employed on or before ratification of this Agreement shall receive five (5) sick leave days per year with pay based on their scheduled hours at the time the sick leave is taken.

ARTICLE 26. SENIORITY, LAYOFF, RECALL, PROBATIONARY PERIOD

Section 1. Definition

The principles of seniority shall prevail at all times; however, ability and qualifications shall also be a governing factor in the application of such seniority. Seniority shall be defined as the date in which the employee was added to the seniority list as a regular full time and/or as a regular part time employee.

Section 2. Probationary Period

- A. Definition.** All newly hired employees within any unit covered by this Agreement, and any Local Supplement thereto, shall be subject to a probationary period for thirty (30) working days, commencing with the first day on which the probationary employee regularly performs work for the Employer as a regular full-time or part-time employee. Days lost from work for any reason during the probationary period shall not be considered in computing such time period. The Employer, Employee and the Union may agree in writing to a thirty (30) calendar day extension of the probationary period for new employees.
- B. Seniority.** Seniority shall not accrue during the probationary period. Upon successful completion of the probationary period, however, an employee's seniority shall relate back to and be calculated from his/her date of beginning work within the unit covered by this Agreement.
- C. Discharge.** At any time during the probationary period, the Employer may layoff, discharge or discipline probationary employees and such action shall not be subject to the grievance and arbitration procedures of this Agreement. Upon attainment of seniority status, an employee's record shall be clear.
- D. Benefits Eligibility.** Unless otherwise provided, probationary employees shall not be entitled to fringe benefits set forth in this Agreement during their period of probationary employment and there shall be no retroactive payment for the same upon the successful completion of such period. Such probationary employees, however, shall be paid the contractual minimum wage rate for the classification in which they are placed. In those areas where Health, Welfare and Pension funds require payment then Employer shall make the necessary contributions.

Section 3. Layoffs

When it becomes necessary to reduce the working force, the last employee hired in that classification shall be laid off first and when the force is again increased, the employees are to be returned to work in reverse order in which they are laid off.

Full-time employees in the order of their seniority in that classification may elect to take work of part time workers, if any, for the duration of the layoff, provided the laid-off employee has more seniority. In such cases, the full time seniority employee shall be guaranteed 6 hours, 5 hours, or 4 hours, depending on the part time classification they

elect to fill. If presently employed, all others will revert to their prior status at the appropriate rate for the classification of work performed in addition to all fringes.

ARTICLE 27. HOURS OF WORK, WORK DAY, WORK WEEK, OVERTIME, AND SCHEDULING

A. Hours of Work

The guaranteed work day for full-time employees shall be 8 hours per day. The guaranteed week for full-time employees shall be 40 hours per week. All hours worked in excess of 8 hours in any one day shall be paid at one and one-half times the regular hourly rate. Employees required to work the 6th day after working their regular 40 hours shall receive 1 1/2 times for the work performed on the 6th day. Employees required to work a 7th consecutive day shall be paid double time for such hours worked.

The Employer and the Local Union by mutual agreement may establish a four (4) day work week with a daily ten hour guarantee.

Any full-time employee reduced to a part-time shift and any full time employee laid off and recalled to a part-time shift shall be guaranteed 6 hours, 5 hours or 4 hours depending on the part time classification they elect to fill. Any part-time employee hired after 04/01/01 shall be guaranteed four (4) hours per day worked.

Laid off full-time employees will not be sent home after 5 hours and replaced by part-time employees. Any part-time employee shall be guaranteed the hours of their assigned classification, i.e. 6 hours, 5 hours or 4 hours.

Casual and part-time employees who work less than 5 days per week shall be considered as casual employees and not be entitled to a weekly guarantee.

B. Scheduling

Full-time employees shall be scheduled for 5 consecutive days Monday through Friday or Tuesday through Saturday with the same starting time each day.

Full-time employees shall be given two days notice that their starting time or work week has been changed and such change will not be effective until the week following the week in which notice was given.

C. Assignment of Overtime

Premium work opportunities will be offered to the senior qualified available employees by classification. In the event there are insufficient numbers of employees desiring the overtime, the assignment will be made in reverse seniority order.

It is understood that laid off (and part-time) employees may be offered 6th and 7th day work or overtime by seniority before full-time employees are offered such opportunity. This provision is intended to provide these employees extra work opportunities before full time employees receive work in excess of 40 hours at premium rates.

ARTICLE 28. DISCIPLINE AND DISCHARGE

Section 1. Discipline

A. Just Cause Standard/Progressive Discipline. The Employer shall not discharge, suspend or take any other disciplinary action against any non-probationary employee, excluding casuals, without just cause. With respect to discharge or suspension, the Employer shall give at least one (1) advance warning notice of the complaint(s) (of a like nature) against the employee to the employee in writing by personal delivery and/or certified mail (return receipt requested) with a copy of same to the Local Union. An employee shall not receive multiple warning letters for a single incident.

B. Cardinal Infractions. No warning notice need be given to any employee before he is discharged if the cause of such discharge is dishonesty, proven theft, sexual harassment, gross insubordination, drunkenness, drinking or under the influence of drugs while on duty, recklessness resulting in a serious accident while on duty, carrying of unauthorized passengers or willful abuse to Employer equipment.

C. Survival of Prior Disciplinary Action for Future Use in Progressive Discipline. The warning notice(s) or suspensions as provided herein shall not remain in effect to support further progressive disciplinary action for a period of more than nine (9) months. All warning notices, discharges, suspensions or other disciplinary action shall be confirmed in writing to the employee and Union.

D. Deadline for Filing a Grievance Protesting Disciplinary Action. Appeal from a discharge, suspension or written warning notice must be taken within ten (10) calendar (exclusive of weekends and those holidays designated in this Agreement) days of the employee's receipt of notice of same. Suspensions or discharges other than cardinal infractions in this article will not be implemented, if a timely protest is made, until such time as the Union and the Employer agree the suspension or discharge is appropriate or until after an arbitrator makes a final determination.

E. The Employer must issue all discipline within ten (10) calendar days of knowledge, with the exception of issuing a letter of investigation for accidents or alleged unlawful harassment. Letters of investigation cannot exceed thirty (30) days, with the Employer having the right to one (1) written thirty (30) day extension.

ARTICLE 29. TEAM AND WHEEL CREDIT UNION

The Company agrees to deduct certain specific amounts each week from the wages of those employees who desire to participate in the Team & Wheel Federal Credit Union and who have given the employer written notice to make payroll deductions. Such written notice may be submitted to the company designating such deductions beginning effective the first complete payroll cycle following April 1 and October 1 whichever succeeds the request. Participating employees may make changes to or discontinue such payroll deductions twice annually, by submitting the requested changes in writing to the company 30 days prior to April 1 and/or October 1 each year. These changes will become effective the first complete payroll cycle after April 1 or October 1 respectively. Further the Team & Wheel Federal Credit Union shall provide the employer with the appropriate forms signed by the individual employees involved giving the amounts to be deducted weekly. The employer shall remit to the credit union all deductions and shall not be responsible for remittance to the Credit Union for any deductions for those weeks during which the employee's earnings are less than the amount authorized for deduction. The employees in the union shall hold the employer harmless for any claims once the deductions have been remitted to the Credit Union.

ARTICLE 30. LUNCH PERIOD

All local employees shall be entitled to not less than thirty (30) minutes or more than one (1) hour for lunch. No employee shall go to lunch before he has worked four (4) hours nor after he has worked six (6) hours unless there is an Aircraft Schedule delay. No employee shall be paid for his lunch hour unless he is instructed to work through his lunch hour by the Employer.

The Employer must provide and maintain adequate facilities for the employees at the terminal during lunch periods, including drinking fountain and rest rooms.

ARTICLE 31. FRINGE BENEFITS

Section 1. Health and Welfare

In accordance with the Office Clerical 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.

Section 2. 401k Plan

In accordance with the Office Clerical Operational Supplement, the Company will continue to participate in the current pension plan 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 32. WAGES

All present Full-Time employees will receive the following increases to their current wage rate on the date indicated.

Ratification	10/1/08	4/1/09	4/1/10	4/1/11	10/1/11	4/1/12	10/1/12
	\$.50	\$.50	\$.40	\$.45	\$.40	\$.45	\$.45

All present Part-Time employees will receive the following increases to their current wage rate on the date indicated.

Ratification	10/1/08	4/1/09	4/1/10	4/1/11	4/1/12
	\$.50	\$.50	\$.20	\$.225	\$.425
					\$.475

Future Full-Time employees will be paid at the following rates as indicated below:

Ratification	10/1/08	4/1/09	4/1/10	4/1/11	10/1/11	4/1/12	10/1/12
	\$11.80	\$12.15	\$12.55	\$13.00	\$13.40	\$13.85	\$14.30
							\$14.80

The wage progression for Part-Time employees hired after the date of ratification of this Agreement is as follows:

Ratification	\$12.00
12 mos	\$12.20
24 mos	\$12.425
36 mos	\$12.85
48 mos	\$13.325

ARTICLE 33. HOLIDAYS

Recognized holidays are New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. Each part-time employee hired on or before ratification of this Agreement and each full-time employee shall be granted four (4) total roving holidays to be scheduled at a mutually agreeable time, however, at least seven (7) days notice in writing is required. Part time employees hired on or before ratification of this agreement shall be entitled to their regularly scheduled hours for holiday pay. Part-time employees hired after ratification of this Agreement shall receive paid holidays prorated based on the average number of hours worked in the two weeks before the

holiday. In the event the holiday falls on an employee's regular day off (Saturday for Monday through Friday employees, and Monday for employees scheduled Tuesday through Saturday) the Employer shall have the option (employees will be given 7 days notice of the Employer's option) of paying the employee an additional 8 hours for the day or declaring Friday in the case of a Saturday holiday or Tuesday in the case of a Monday holiday as the holiday. Employees required to work on a holiday shall be paid one and one-half (1 1/2) times plus eight (8) hours.

An employee must have worked the day or partial day (as the case may be) prior to the holiday, and the day or partial day following the paid holiday, except in the case of proven illness, in order to receive the benefit of the paid holiday.

However, the Employer will show due consideration to any employee who can substantiate, to the Employer's satisfaction, that he or she was confined home because of illness (or granted permission). This consideration will be made only when the employee has personal days owing him. An employee shall not be entitled to holiday pay if he has been laid off 30 days or more prior to a holiday; or was legitimately fired or quit prior to the holiday week; or was off duty of his own volition because of sickness etc., over 30 days prior to the holiday.

Employees who are absent because of sickness or lay-off shall be paid for all holidays which fall within the first thirty (30) days of absence.

Employees injured on the job shall be paid for all holidays which fall within the first six (6) months of such absence.

ARTICLE 34. VACATIONS

Part-time employees hired on or before ratification of this Agreement and full-time employees shall be eligible for vacation as follows:

After first anniversary 2 weeks

After fifth anniversary 3 weeks

After fifteenth anniversary 4 weeks

After twentieth anniversary 5 weeks

Employees must plan ahead in scheduling vacations. The work schedule will usually limit the number of employees who may elect to take vacations at a specific time. Seniority will prevail in-allocating vacation preferences. No vacations will be allowed following the Thanksgiving week through the week of December 25th. Scheduling of

vacation will be made known to the District Manager in writing at least six (6) months in advance by each individual employee.

The Employer must allow a minimum of ten percent of active employees, per classification, to be on vacation each day of the year. Each employee may split one (1) week of their earned vacation into a maximum of five calendar days. The employee must give a minimum of forty-eight hours notice to the Company in order to utilize the provision. The Employee will be paid those vacation day(s) in the employees normal pay roll cycle.

Vacation pay entitlement will be the employee's regularly scheduled hours. To qualify for a vacation, an employee in addition to having been continuously employed by the Employer for the specified number of years, must not have been absent from work during his anniversary year for more than fifty (50) days on which he was afforded the opportunity to work by the Employer provided that absence caused by legitimate illness, or an accident, shall not be counted.

In the event a holiday falls during the vacation period, the employee will be entitled to an additional day's pay.

ARTICLE 35. 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. 391 affiliated
with the International Brotherhood of Teamsters

BY _____ BY _____

TITLE

TITLE