

**Local 299 Office Clerical Local Rider**

**Effective  
April 1, 2008 to March 31, 2013**

## **PREAMBLE**

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. 299, affiliated with THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS (hereinafter "Union"). 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," 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 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 office clerical 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 21. Seniority**

### **Section 1. Seniority Rights**

If requested by the Local Union in writing within sixty (60) days after the effective date of this Agreement, one steward shall be granted super-seniority for layoff and recall. Any additional application of super-seniority for stewards must be justified as being directly related to the proper performance of the steward's duties as steward and permitted by applicable law.

### **Section 2. Job Elimination**

At such time that an employee's job is eliminated under this Agreement, unless said notification is more than thirty (30) days in that case, the job bidding procedures in the Operational Supplement and/or this local rider shall apply, said employee may exercise his/her seniority to claim another position occupied by an employee with lesser terminal seniority provided that: (a) said employee is qualified to perform the duties of the position with a training period not to exceed fifteen (15) working days; (b) such position is of the same or lesser group than that previously held by said employee; (c) he/she shall receive the rate of pay provided in this Agreement for such position; and (d) in the event there are no junior employees in the same or lesser group of said employee, he/she shall be allowed to claim a position of a junior employee in a higher group if qualified to perform the work of the job classification.

### **Section 3. Seniority Termination**

There shall be no contractual mandatory retirement, except as required by federal law.

#### **Section 4. Posting Seniority List**

The Company shall prepare a Company seniority list and terminal seniority list within thirty (30) days of the signing of this Agreement. Each employee's job classification shall be placed by each individual's name at the time the seniority list is posted.

This seniority list shall be amended to include all changes each ninety (90) days and the same positions for appeal against the Company and/or terminal seniority dates reported thereon shall apply as set forth in Article 12, Section 3 of the Office Clerical Operational Supplement ("Seniority, Layoff & Recall – Posting of Seniority List").

### **Article 22. Leave of Absence**

#### **Section 1. Validation**

All leaves of absence as defined and provided for herein must be in writing with the signature of the Company and the Union in order to be considered valid.

#### **Section 2. Illness and Disability Leave**

In the event the Employer has good faith reason to believe that an employee is physically or medically incapable of continuing to work, it may require that the employee be examined by a doctor of its choice and its expense and/or its time.

In the event of a disagreement between a doctor selected by the Employer and a doctor selected by the Union, and/or employee, the Employer and a Union doctor or the parties shall select a third doctor within seven (7) days whose opinion shall be final. The expense of the third doctor shall be equally divided between the Employer and the Union.

The medical leave of absence shall continue until such time as the Employer's or employee's physician certifies that the employee is physically able to resume a normal work schedule. In the event of a disagreement over the employee's physical condition the procedure set forth in the above paragraphs shall be followed.

There shall be no distinction between the granting of pregnancy leave and leaves of absence for illness or disability. Where existing sickness and accident plans provide for sickness and accident weekly disability benefits, major medical benefits, etc., the same shall apply to employees on pregnancy leaves in the same fashion and in like amounts.

#### **Section 3. Personal Leave of Absence**

Any employee desiring leave of absence from the Employer shall secure written approval from both the Union and the Company. Such approval shall not exceed ninety (90) calendar days. An

employee may apply for extension of ninety (90) calendar days which may or may not be approved by the Company and the Union.

An employee using leave of absence as subterfuge shall forfeit his/her seniority rights and job.

#### **Section 4. Substance Abuse Treatment Leave**

An employee shall be permitted to take a leave of absence for the purpose of undergoing treatment of an approved program for substance abuse. The leave of absence must be requested prior to the commission of any act subject to disciplinary action. Such leave of absence shall be granted on a onetime basis and shall be for a maximum of sixty (60) days unless extended by mutual agreement. While on such leave, the employee shall not receive any of the benefits provided by this Agreement or Supplement except the continued accrual of seniority, nor does this provision amend or alter the disciplinary provisions.

#### **Section 5. Employee Benefits**

None of the employee benefits within this Agreement shall accrue to an employee while on leave of absence, except seniority and vacation rights, or when specifically provided for under the under the contract or supplements.

#### **Section 6. Health & Welfare and Pension Coverage**

Any employee on a leave of absence as provided for above must make a suitable arrangements for continuation of health & welfare and pension payments prior to the approval of such leave by the Local Union and the Company, unless specified within the master contract or supplements.

### **Article 23. Discharge, Suspension and Discipline**

The following rules and regulations and the penalties to be charged for violation of same are placed into effect (with the joint approval of the Employer and the Union) so that all employees of the Company may know what duties are required of them in the general conduct of the company's business.

Nothing in these rules and regulations shall abrogate the employee's right, through the Union of which he/she is a member, to challenge a penalty through the regular grievance procedure established in the National Agreement. Rules and regulations herein contained shall not supersede any provision of the present Union agreements.

The Company reserves the right, upon proper notification to the Union, to revise the rules and regulations listed herein, subject to the affirmative decision of the majority of the National Grievance Committee; and also reserves the right to the use of the grievance machinery as contained in the National Agreement:

#### **1. EQUIPMENT AND SUPPLIES:**

(a) Unauthorized use of Company equipment and/or supplies.

1<sup>st</sup> offense: Reprimand  
2<sup>nd</sup> offense: Reprimand  
3<sup>rd</sup> offense: 3 day layoff  
4<sup>th</sup> offense: Subject to discharge

(b) Failure to report defective equipment on forms provided.

1<sup>st</sup> offense: Reprimand  
2<sup>nd</sup> offense: Reprimand  
3<sup>rd</sup> offense: Subject to discharge

(c) Failure to properly protect the Company's equipment.

1<sup>st</sup> offense: Reprimand  
2<sup>nd</sup> offense: Reprimand  
3<sup>rd</sup> offense: 1 week layoff  
4<sup>th</sup> offense: Subject to discharge

## 2. CONDUCT

(a) Drinking alcoholic beverages, using or possessing narcotics, amphetamines, barbiturates, hallucinogenics, marijuana, heroin, or other controlled substances and/or drugs while on duty and/or fails to submit to sobriety test if the employee appears to be under the influence while on duty.

Subject to discharge

(b) Drinking prior to report for duty (where employee's condition is such that it may affect the performance of his/her duties, or impair the work performance and safety of others).

1<sup>st</sup> offense: 1 day layoff  
2<sup>nd</sup> offense: 3 day layoff  
3<sup>rd</sup> offense: Subject to discharge

(c) Discourtesy to customers.

1<sup>st</sup> offense: Reprimand  
2<sup>nd</sup> offense: Reprimand  
3<sup>rd</sup> offense: 1 week layoff  
4<sup>th</sup> offense: Subject to discharge

(d) Theft or dishonesty of any kind.

Discharge

(e) Flagrant disobeying of orders and/or insubordination to supervisory personnel.

1<sup>st</sup> offense: Reprimand  
2<sup>nd</sup> offense: Subject to discharge

(f) Direct refusal to perform assigned work covered by this Agreement.

Subject to discharge

(g) Fighting on the company premises or on duty.

Subject to discharge

(h) Filing a false or incomplete employment application.

Discharge

(i) Gambling on company premises or on duty (after discussion with Union Representative).

1<sup>st</sup> offense: Reprimand  
2<sup>nd</sup> offense: Discharge

### **3. WORK PERFORMANCE:**

(a) Inaccurate preparation of work assigned.

1<sup>st</sup> offense: Reprimand  
2<sup>nd</sup> offense: Reprimand (meeting with Union)  
3<sup>rd</sup> offense: 3 day layoff  
4<sup>th</sup> offense: Subject to discharge

(b) Failure to maintain work assigned in a reasonable current status.

1<sup>st</sup> offense: Reprimand  
2<sup>nd</sup> offense: Reprimand  
3<sup>rd</sup> offense: Reprimand  
4<sup>th</sup> offense: 3 day layoff  
Subsequent offenses: Subject to discharge

### **4. ATTENDANCE:**

(a) Reporting late for work:

1<sup>st</sup> offense: Reprimand  
2<sup>nd</sup> offense: Reprimand

3<sup>rd</sup> offense: Reprimand  
4<sup>th</sup> offense: 3 day layoff  
Subsequent offenses: Subject to discharge

(b) Failure to notify Company personnel (supervisory) not less than one hour before regular showup time when unable to report for duty (where supervisory employee is available).

1<sup>st</sup> offense: Reprimand  
2<sup>nd</sup> offense: Reprimand  
3<sup>rd</sup> offense: Reprimand  
4<sup>th</sup> offense: 3 day layoff  
Subsequent offenses: Subject to discharge

(c) Absent one or two successive working days without notice.

1<sup>st</sup> offense: Reprimand  
2<sup>nd</sup> offense: Reprimand  
3<sup>rd</sup> offense: Discharge

(d) Absent three (3) successive working days without notice.

Voluntary quit.

(e) Excessive absenteeism (after meeting with Local Union).

1<sup>st</sup> offense: Reprimand  
2<sup>nd</sup> offense: 1 week layoff  
3<sup>rd</sup> offense: Discharge

(f) Abuse of scheduled break and/or lunch periods.

1<sup>st</sup> offense: Reprimand  
2<sup>nd</sup> offense: Reprimand  
3<sup>rd</sup> offense: Reprimand  
4<sup>th</sup> offense: 3 day layoff  
Subsequent offenses: Subject to discharge

## **5. ACCIDENT:**

(a) Major chargeable vehicle accident after full investigation.

Discharge

(b) Minor chargeable accident.

1<sup>st</sup> offense: Reprimand  
2<sup>nd</sup> offense: 3 day layoff  
3<sup>rd</sup> offense: 1 week layoff  
Subsequent offenses: Subject to discharge

(c) Failure to report all accidents promptly and personal injury or major accident immediately.

1<sup>st</sup> offense: 3 day layoff  
2<sup>nd</sup> offense: 1 week layoff  
Subsequent offenses: Subject to discharge

## **6. MISCELLANEOUS:**

(a) Garnishee suits. Upon being served with a garnishee summons, the company will immediately notify the principle defendant so that he/she may have an opportunity to secure a release for the company before the company is required to file disclosure.

(b) Failure to maintain a reasonable neat appearance appropriate to office atmosphere.

1<sup>st</sup> offense: Reprimand (meeting with Union)  
2<sup>nd</sup> offense: Reprimand  
3<sup>rd</sup> offense: 3 day layoff  
4<sup>th</sup> offense: Subject to discharge

(c) Penalty for three (3) minor offenses within a 60 day period.

3 day layoff

(d) Penalty for the three (3) Major offenses.

Subject to discharge

## **7. POLYGRAPH:**

No employee shall be required to take any form of lie detector test as a condition of employment.

NOTE 1: A minor offense is defined as one for which the penalty is a reprimand.

NOTE 2: A major offense is defined as one for which the penalty is disciplinary time off.

An offense against any employee's record that is over nine (9) months old shall be forgiven and the employee's record wiped clean.

Habitual absenteeism or tardiness shall subject an employee to disciplinary action.

1. Sick days paid are excused absences.
2. If an Agent misses a day then that agent will be paid a sick day as long as the Agent has not exhausted the five (5) days per contract year.
3. An agent will be allowed ten (10) tardy days per year. The eleventh (11<sup>th</sup>) and twelfth (12<sup>th</sup>) days will be verbal counseling. The thirteenth (13<sup>th</sup>) day will be a (1) day suspension. The fourteenth (14<sup>th</sup>) day will be a (3) day suspension. Any further tardy days, the employee will be subject to discharge.
4. If an Agent is paid a compensatable day then that Agent shall be eligible for Saturday work. An Agent paid any compensable day is eligible for Saturday work.
5. Vacation bids will be posted each year on January 1 (or the day immediately following the holiday). Agents will be solicited by seniority on January 15 to choose their weeks and days of vacation. Solicitation will end on March 30. If any Agent does not choose all vacation time in the allotted time frame that Agent is deemed to have passed and then can only take what is available at the time that he/she requests vacation.
6. A minimum of three (3) or a maximum of ten percent (10%) of the Agents will be allowed to be on vacation on any day or any week of the year.
7. If an Agent cancels a vacation then that Agent shall give the Employer one (1) weeks notice of cancellation.
8. The following attendance policy is effect.

An Agent who exceeds six (6) unexcused sick days in a twelve (12) month period, April 1<sup>st</sup> - March 31<sup>st</sup>, consisting of unexcused absences will be subject to discipline.

- |    |        |                          |
|----|--------|--------------------------|
| 1. | 6 days | Verbal counseling        |
| 2. | 7 days | One (1) day suspension   |
| 3. | 8 days | Three (3) day suspension |
| 4. | 9 days | Subject to discharge     |

#### **Article 24. Grievance Procedure**

Refer to Article 7, Section 12 of the National Agreement (“Grievance and Arbitration Procedure – Delinquent Health & Welfare and Pension Obligations”).

#### **Article 25. Pay Period**

All employees covered by this Agreement shall be paid in full each week. Not more than one (1) week [seven (7) days] shall be held on an employee; provided however, that present arrangements shall not be disturbed by this provision, except by mutual agreement of the Union and the Employer.

Anything currently bi-weekly will remain unless changed to weekly. The Company will issue the first check to new employees within two weeks of start date.

## **Article 26. Hours of Work and Paid-for-Time**

### **Section 1.**

(a) The workday for full-time employees shall consist of eight (8) consecutive hours exclusive of the lunch period of not less than one-half (½) hour nor more than one (1) hour. The workweek shall consist of five (5) consecutive workdays, Monday through Friday or Tuesday through Saturday.

(b) The Employer and the Union by mutual agreement may establish a four (4) consecutive and/or non-consecutive day workweek with a daily ten (10) hour guarantee.

(c) Legitimate layoffs caused by fire, floods or other Acts of God, utility failure or other civil emergency or strikes at terminals shall not be guaranteed any hours beyond hours worked in the week in which the layoff occurs or in the week of such employees return to work, provided such employees are given their regular work turn during the portion of such weeks worked.

(d) Employer shall give two (2) hour notice, whenever possible, when required to work overtime. Employees shall be required to work overtime. No office employees shall be required to work more than ten (10) hours in any one shift. This shall not be applicable in cases of emergency including absenteeism and/or Acts of God.

### **Section 2. Holiday Work**

All work performed on a calendar day recognized by the Agreement as a holiday shall be compensated at two (2) times the employee's regular rate.

### **Section 3. Show Up Time**

If a full-time employee is ordered to work, but not put to work upon reporting, he/she shall be paid six (6) hours' pay at the straight time hourly rate.

### **Section 4. Starting Time**

Starting times are subject to management discretion as long as they are in keeping with sound business practices and do not reflect discrimination or prejudice. Each employee covered by this Agreement shall have a designated starting time. Bid starting times will not be changed in the middle of the workweek. All bid starting times are subject to seniority and bid procedures.

### **Section 5. Paid for Time**

Time shall be computed from the time that the employee is ordered to report, and registered in until he/she is effectively released from duty. There shall be only one (1) lunch period deducted in any twelve (12) hour period.

**Section 6. Recall**

In the event a full-time employee has been effectively relieved from duty and is recalled within eight (8) hours, he/she shall be paid at time and one-half (1½) the straight time hourly rate for time worked with a minimum guarantee of four (4) hours' work or pay.

Recall shall be permitted within eight (8) hours for weekend overtime and shall be based upon seniority within the job classification affected. If the senior qualified employees refuse, the junior qualified employee shall be required to perform the work.

**Section 7. Travel Pay**

Office employees sent from one terminal to another to work temporarily will be paid for travel time and expenses in an amount to be mutually agreed upon between the Union and the Company. In case of disagreement, the same will be handled as a dispute in accordance with the grievance procedure as set forth in Article 7 of the National Agreement.

**Article 27. Meal Period**

Employees shall, except by mutual agreement, take at least one continuous period for meals, but not less than thirty (30) minutes nor more than one (1) hour in any one (1) day. No employee shall be compelled to take more than one (1) continuous hour during such period nor compelled to take any part of such continuous hour before he/she has been on duty four (4) hours or after he/she has been on duty six (6) hours.

**Article 28. Time Clocks**

A daily record shall be maintained by the Company at its place business. It is agreed that the Company will maintain a time clock for such purpose.

**Article 29. Holidays**

The designated holidays in this side letter are:

- |                  |                        |
|------------------|------------------------|
| New Years Day    | Day After Thanksgiving |
| Fourth of July   | December 24            |
| Memorial Day     | Christmas Day          |
| Labor Day        | Employee's Birthday    |
| Thanksgiving Day |                        |

Employees will be entitled to one (1) additional holiday in the form of a personal holiday.

When an employee's birthday and/or personal day holiday falls on a day of the scheduled work week other than the first or last day or outside of an employee's scheduled workweek, such employee may, at his/her option, take such holiday on the day of the week that it falls or select the last day of his/her scheduled workweek in which such holiday falls or the first day of such employee's next scheduled

workweek as their birthday and/or personal day holiday for purposes of having a long weekend. If the employee opts for a long weekend, he/she shall give the Employer seven (7) calendar days' written notice of the date so selected and such employee shall not be eligible for work call during the period of such long weekend.

If the employee's birthday and/or personal day falls on one (1) of the other holidays he/she may exercise his/her option as outlined above, or at his/her option, take either the day before or the day after said named holidays in lieu of the birthday and/or personal day. If the employee opts for either the day before or day after said named holiday, he/she shall give the Employer seven (7) days' written notice of the day so selected. It is further understood that the employee must take the selected birthday and/or personal day and shall not be entitled to any work opportunity on such holiday; however, if the birthday and/or personal day falls outside the employees' scheduled workweek, the Employer will pay the employee an extra day's pay in lieu thereof unless mutually agreed otherwise. Employee shall not be compelled to take another day in lieu of this holiday. All employees on the seniority list prior to April 1, 1985, shall be eligible for two (2) personal leave days per contract year if worked five (5) days within the contract year.

Part-time employees added to the seniority list after the date of the ratification of this Agreement shall receive paid holidays pro-rated based on the average number of hours worked in the two (2) weeks before the holiday.

## **Section 2. Holiday Work Rate of Pay**

All work performed on any of the mentioned holidays shall be paid at double (2) time the employee's straight time hourly rate.

In the event a workday shall start on an evening preceding a day recognized by this Agreement as a holiday, and shall continue into the holiday, all hours worked on the calendar day recognized as the holiday shall be paid for at the holiday rate. Provided, however, the above provision does not apply to an employee commencing work on a workday which precedes but continues into the employee's birthday.

In the event a workday shall start prior to midnight on any day recognized by this Agreement as a holiday and continue into the next calendar day, all hours worked on the calendar day recognized as the holiday shall be paid at the holiday rate. However, the rate of pay shall revert to the straight time hourly rate at midnight and continue at the straight time hourly rate until the employee is entitled to the overtime rate by reason of having worked in excess of eight (8) hours during that workday. Provided, however, the above provision shall not apply to an employee commencing work on the employee's birthday at which time the holiday rate shall be paid for all hours worked.

All such hours worked on a holiday shall be included in determining the daily guarantee and hours after which overtime is paid. When work is performed as above, the holiday daily guarantee of four (4) hours shall not be applicable for work performed on the calendar day recognized as the holiday.

## **Article 30. Health and Welfare Benefits**

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.

[Language to be inserted]

### **Article 31. Pensions**

In accordance with the Office Clerical 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.

[Language to be inserted]

### **Article 32. Vacations**

#### **Section 1.**

Part-time employees on the seniority list on the date of ratification of this Agreement and all full-time employees who have worked sixty percent (60%) or more of the total working days during any twelve (12) month period shall receive vacations and vacation pay as follows:

One (1) year employment	One (1) week
Two (2) years or more	Two (2) weeks
Eight (8) years or more	Three (3) weeks
Fifteen (15) years or more	Four (4) weeks
Twenty (20) years or more	Five (5) weeks
Thirty (30) years or more	Six (6) weeks

Vacation pay for full-time employees shall be computed on the basis of forty-five (45) hours straight time pay for each week of vacation for which the employee is eligible. Daily vacation shall be computed on the basis of nine (9) hours per day for employees on an eight (8) hour shift at the time of their first day of vacation or eleven and one-quarter (11.25) hours per day for employees on a ten (10) hour shift at the time of their first day of vacation. The shift that the employee is on when they take their first day of their split vacation shall dictate the vacation computation and the number of days to be used. Straight time pay shall mean the hourly rate paid to all unit employees during each week the individual employee is actually on vacation.

Vacation pay for part-time employees shall be computed on a pro-rated basis.

#### **Section 2**

During the first (1<sup>st</sup>) year of employment, the employee must work sixty percent (60%) of total working days in order to obtain his vacation and must have been employed for the full year. During the second (2<sup>nd</sup>) and subsequent years, the employee must have worked sixty percent (60%) of the total working days of the year, but need not be employed for the full year to be eligible for the vacation. No more than one (1) vacation will be earned in any twelve (12) month period.

### **Section 3**

All vacation earned must be taken by employees and no employee shall be entitled to vacation pay on lieu of vacation except, however, any employee who has quit, retired, been discharged, or laid off before he has worked his sixty percent (60%), shall be entitled to the vacation pay earned on a pro rata basis provided he has worked his first (1<sup>st</sup>) full year, and further provided that if mutually agreed between the Employer and the employee, the employee shall either take the fourth (4<sup>th</sup>) and fifth (5<sup>th</sup>) weeks of vacation or shall take only three (3) weeks and receive compensation for the fourth (4<sup>th</sup>) and/or fifth (5<sup>th</sup>) week of vacation.

Any employee who fails to take any day or week of earned vacation within the twelve (12) month period subsequent to the end of the anniversary year in which such vacation was earned shall have forfeited entitlement to that day or week of vacation time off and/or pay, and further, any advance payment for vacation not taken by the deadline provided herein may be deducted by the Employer from the employee's check.

### **Section 4**

The vacation period of each qualified employee shall be set with due regard to the desire, seniority, and preference of the employees, consistent with the efficient operation of the Employer's business.

### **Section 5**

An employee, upon the giving of a reasonable notice of not less than one (1) week to his Employer, shall be given vacation pay before starting on earned vacation.

### **Section 6**

The Employer must allow a minimum of ten percent (10%) of the active employees to be on vacation on a per location basis each day of the year. Each employee may split two (2) weeks of their earned vacation into a maximum of ten (10) calendar days. The employee must give a minimum of forty-eight (48) hours notice to the Company in order to utilize this provision. When the employee takes the first day of such vacation one day at a time, he will be paid for a full week's vacation, except however if the employee makes a written request at the time of scheduling such one day vacation he will be paid for such day(s) with his check for the week in which the vacation days(s) fall, and such day(s) shall be included in the computation of the above mentioned twelve percent (10%). However, when a holiday falls within the period of an employee's vacation and an additional day(s) off is granted, such additional day(s), in this instance only, will not be included in the twelve percent (10%) computation.

**Section 7**

If a employee’s paid vacation period accrues or is payable during a period in which he is otherwise entitled to unemployment compensation, the employee’s right to and payment for such vacation shall be deferred until after termination of the unemployment benefit period. The Employer waives the privilege of allocating vacation pay to past, present, or future weeks of unemployment.

**Section 8**

All days worked for the Employer shall count as time worked for vacation purposes, including days worked out of classification; however, vacation pay shall be computed on a pro rata basis.

**Article 33. Sick Leave and Personal Leave Days**

All employees on the seniority list before April 1, 2008 shall be eligible for one (1) personal leave day per contract year if worked five (5) days within the contract year. All employees on the seniority list prior to April 1, 1985 shall be eligible for two (2) personal leave days per contract year if worked five (5) days within the contract year.

Part-time employees on the seniority list on the date of ratification of this Agreement and all full-time employees shall be entitled to five (5) days of sick leave. Sick leave will be paid on the first (1<sup>st</sup>) day of sickness.

**Article 34. Rates of Pay**

**Section 1. Classifications and Minimum Rates**

(a) The following increases for full-time employees shall take effect on the dates shown:

4/1/08	10/1/08	4/1/09	4/1/10	4/1/11	10/1/11	4/1/12	10/1/12
\$ 0.35	\$ 0.35	\$ 0.40	\$ 0.45	\$ 0.40	\$ 0.45	\$ 0.45	\$ 0.50

(b) If a new part-time employee is required by law or trust agreement/rules to have H&W and/or Pension benefits, the following applies:

Start Rate	\$10.00
12 mos	\$10.20
24 mos	\$10.425
36 mos	\$10.85
48 mos	\$11.325

If a new part-time employee is not required to have H&W or Pension benefits, the following

applies:

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

## **Section 2. New Entry Full-Time Rates of Pay**

Effective first (1 <sup>st</sup> ) day of employment	75% of the current rate
Effective first (1 <sup>st</sup> ) day of employment plus one (1) year	80% of the current rate
Effective first (1 <sup>st</sup> ) day of employment plus eighteen (18) months	90% of the current rate
Effective first (1 <sup>st</sup> ) day of employment plus two (2) years	100% of the current rate

The above rates of pay shall not apply to casual employees.

The term "current rate" is the applicable hourly rate of pay for the job classification.

## **Article 35. Workers' Compensation**

Refer to Article 11 of the National Agreement ("Workers Compensation").

## **Article 36. Maintenance of Standards**

The office/agents will continue to route all freight brought in to front customer counter.

The office/agents will continue to scan all freight in office.

The office/agents will continue to handle all distress freight.

The office/agents will continue to route all international freight brought to front counter.

Agents will continue to process all DHL international air bills that require imaging procedures.

Agents will perform all driver check-out, check-in procedures and company will provide agent with proper working computer, printers to perform such job duties.

## **Article 37. Duration**

The term of this Side Letter 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. 299,  
affiliated with the International Brotherhood of  
Teamsters

BY \_\_\_\_\_  
TITLE

BY \_\_\_\_\_  
TITLE