

**Local 364 Office Clerical Local Rider**  
**Effective**  
**April 1, 2008 to March 31, 2013**

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. 364, 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 provisions of the applicable Operational Supplemental Agreement shall prevail over the terms of this Local Rider except where clear, express and affirmative language in this Local Rider provides otherwise with regard to a specified term. Questions arising out of alleged conflicts shall be submitted directly to the National Grievance Committee.

## **Article 21. Recognition and Relationships**

The Company agrees that it will not sponsor or promote, financially or otherwise, any group, committee or labor organization for the purpose of undermining the Union nor will the Company interfere with, restrain, coerce or discriminate in any way against any of its employees in connection with their membership or non-membership in the Union.

## **Article 22. Stewards**

When requested by the Union or the employee, there shall be a steward present whenever the Employer meets with the employee about grievances or discipline or to conduct investigatory interviews. If a steward is unavailable, the employee may designate a bargaining unit member who is available at the terminal at the time of the meeting to represent him/her. Meetings or interviews shall not begin until the steward or designated bargaining unit member is present. An employee who does not want a Union steward or available bargaining unit member present at any meeting or interview where the employee has a right to Union representation must waive Union representation in writing. If the Union requests a copy of the waiver, the Employer shall promptly furnish it.

## **Article 23. Seniority**

### **Section 1.**

Seniority as defined and provided for within this Article, shall apply to regular full-time employees and to regular part-time employees at the SBN facility who have completed their Local 364 Office Clerical Local Rider

probationary period. Company seniority for employees covered by this Agreement shall be defined as the period of employment with the Company since the employee's last date of hire. Terminal seniority for employees covered by this Agreement shall be defined as the period since the employee's last employment at the physical location covered by this Agreement.

## **Section 2. Seniority Rights**

- (a) Seniority shall be recognized for daily overtime, premium work opportunities, regularly scheduled days off, holiday), and vacation bidding. Seniority shall be recognized in case of layoff, recall after layoff, and job vacancy within the bargaining unit.
- (b) Current seniority list listed in Addendum \_\_\_\_.

## **Section 3. Layoff and Recall**

In all instances where there is a reduction in the clerical force, it is agreed that seniority, subject to provisions below, shall determine the order of layoff. All layoffs will be confirmed in writing.

Any employee affected by such reduction in work force may exercise his/her seniority to claim any other position occupied by an employee with lesser seniority, provided the senior employee is capable of performing the duties of the position. The "bumping" employee will receive the rate of pay provided in this Agreement for such position.

## **Section 4. Seniority Termination**

In addition to the provisions set forth in the Office Clerical Operational Supplement, Article 12, Section 8 ("Seniority, Layoff & Recall – Termination of Seniority"), seniority shall be terminated by:

1. Company employment outside bargaining unit in excess of thirty (30) days
2. Arbitrarily and for no justifiable reason refusing to perform a reasonable unit work assignment after being given ample opportunity by the Employer to make a clear-minded decision to perform such assignment

## **Section 5. Assignment of Work Location and Equipment**

Assignment of work location or equipment shall be subject to bid. The Company will post an annual bid as specified in Article 9, Section 1 of the Office Clerical Operational Supplement ("Job Bidding and Filling of Vacancies – General Bid").

## **Article 24. Hours of Work**

### **Section 1.**

The Company agrees that the standard hours of work shall be eight (8) hours per day or forty (40) hours per week, and that work shall be scheduled for five (5) consecutive days, Monday through Friday or Tuesday through Saturday. Time and one-half (1½) shall be paid for all work performed on the sixth (6<sup>th</sup>) consecutive day of work and double time (2) shall be paid for all work performed on the seventh (7<sup>th</sup>) consecutive day of work. Overtime shall not be paid twice for the same hours. It is understood that any hours worked outside of the scheduled work-week will be at the applicable overtime rate.

The Company may establish any five (5) consecutive eight (8) hour days at the straight-time hourly rate.

## **Section 2.**

In any workweek in which a paid holiday falls, the guaranteed workweek shall be thirty-two (32) hours where the regular workweek is forty (40) hours. In any workweek in which two (2) paid holidays fall, the guaranteed workweek shall be twenty-four (24) hours where the regular workweek is forty (40) hours. In any workweek in which three (3) paid holidays fall, the guaranteed workweek shall be sixteen (16) hours where the regular workweek is forty (40) hours. All hours worked in excess of thirty (32) hours, twenty-four (24) hours or sixteen (16) hours in such weeks, employee shall be paid at the rate of one and one-half (1½) times the regular rate provided the holiday or holidays fall within the scheduled workweek.

In workweeks other than forty (40) hours, the week shall be reduced by eight (8) hours where the holiday falls within the workweek schedule. Overtime pay shall not be pyramided.

## **Section 3.**

All employees shall be guaranteed four (4) hours per day when worked on seventh (7<sup>th</sup>) consecutive day of work and holidays at double (2) the straight time rate. When worked on the sixth (6<sup>th</sup>) consecutive day of work, all employees shall be guaranteed a minimum of five (5) hours and twenty (20) minutes at time and one-half (1½) per hour.

## **Section 4.**

Employees may take time off up to three (3) additional hours without pay to vote in any national, city, state or county election. It is understood that employees taking time off are to be registered and eligible voters, shall give the Company notice no later than the beginning of their shift of their intention to vote, and provided, further, that the Company may specify the hours during which such employee may absent themselves.

## **Section 5.**

Each employee is to clock his/her own time card in and out where a time clock is available; otherwise the pay will be for the applicable guarantee. A daily time record will be maintained by the Company.

## **Section 6.**

The Company must pre-schedule part-time employees on the last day of the workweek for the next week. A part-time employee can be scheduled to start at anytime. The schedule can be changed due to absenteeism. The regular part-time employees will be guaranteed twenty (20) hours pay for each week.

### **Section 7.**

If the Employer utilizes regular part-time employees, it must offer full-time positions to those employees when such jobs are available, if those employees are qualified before new employees are hired.

### **Section 8.**

The Company will post all full-time and part-time positions for bid on April 1st of each contract year. It may post a second bid on October 1 of each contract year if operational needs require. The bid shall reflect the scheduled hours of work and the single classification of agent. The Company may post additional bids if it becomes operationally necessary. It will notify the union prior to posting. Employees will be given two (2) week advance notice of such change.

### **Section 9.**

The Company will be permitted to change posted start-time(s) by one (1) hour or less without a rebid; provided, however, this may only be done two (2) times per contract year.

## **Article 25. Unauthorized Activity**

It is expressly agreed and understood that general Union meetings will not be conducted on either Company property or Company time during working hours.

## **Article 26. Discharge or Suspension**

Cardinal infractions for this Local Rider are:

1. drunkenness,
2. drugs,
3. dishonesty,
4. threatened or actual physical assault on a company supervisor, customer, general public, or employee while on duty or on company property;
5. possession of firearms in a company facility (firearms can be kept in personal vehicles);
6. illegal drug induced intoxication;
7. refusal of the employee to participate in the testing procedure provided in the National Agreement shall constitute a presumption of drug intoxication; and
8. violation of the Standards of Conduct as outlined in the DHL Employee Handbook.

## **Article 27. Leave of Absence**

### **Section 1.**

Any part-time employee on the seniority list on the date of ratification of this Agreement and any full-time employee desiring leave of absence from his employment shall secure written permission from the Employer. The maximum leave of absence shall be for ninety (90) days and may be extended for thirty (30) day periods. Permission for extension must be secured from both the Local Union and Employer. During the period of absence, the employee shall not engage in gainful employment. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights.

### **Section 2.**

A maternity leave of absence shall be granted to female employees. An employee who becomes pregnant shall notify the Company immediately after obtaining knowledge of such pregnancy and shall submit to the Company a statement from her physician containing information as to how long she may continue to work. When her doctor has certified that she is no longer able to work, the employee shall be granted a maternity leave of absence until her doctor certifies that she is able to return to work

### **Section 3.**

An employee shall be permitted to take a leave of absence for the purpose of undergoing treatment of an approved program for alcoholism or drug 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 one-time 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, Supplements, or Riders except the continued accrual of seniority, nor does this provision amend or alter the disciplinary provisions.

### **Section 4.**

Any employee on a leave of absence must make suitable arrangements for continuation of health and welfare and pension payments prior to the approval of such leave by the Local Union and Company. The Company will, however, make the first four (4) weeks payments of health and welfare and pension payments when an employee is on a pregnancy leave of absence.

### **Section 5. Family and Medical Leave Act.**

Refer to Article 25, Section 6 of the National Agreement (“Leaves of Absence – FMLA Leave”).

## **Article 28. Compensation Claims**

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

### **Article 29. Pay Period**

Refer to Article 13 of the National Agreement (“Pay Period”).

### **Article 30. Meal Period and Breaks**

Employees shall accept and by mutual agreement take a ten (10) minute break for each four (4) hours of work, one (1) in the first (1<sup>st</sup>) half of the shift, and one (1) in the second (2<sup>nd</sup>) half of the shift. Each employee shall be permitted an unpaid thirty (30) minute lunch break if they work more than five (5) hours in a regularly scheduled shift. Part-time employees shall not be entitled to a meal break unless they work an eight (8) hour shift on a particular day.

### **Article 31. Military Clause**

Refer to Article 12 of the National Agreement (“Military Clause”).

### **Article 32. Examination of Records**

The Local Union or Joint Committee shall with notice have the right to examine time sheets and any other records pertaining to the computation of compensation of any individual or individuals whose pay is in dispute, or records pertaining to a specific grievance.

### **Article 33. Subcontracting**

The Employer may subcontract work when all of his regular employees are working.

### **Article 34. Holidays**

Designated holidays for this side letter are: New Year’s Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. Each employee shall be granted five (5) total roving holidays to be scheduled at a mutually agreeable time; however, at least seven (7) days’ notice in writing is required. Employees hired that work less than the whole year will receive a pro-rata allotment of roving holidays.

Part-time employees on the seniority list on the date of ratification of this Agreement shall be entitled to a pro rata payment for holidays based on number of hours worked in the preceding four-week period as compared with 160, e.g., an employee who works eighty (80) hours in the four-week period preceding the holiday shall receive four (4) hours’ pay.

Part-time employees added to the seniority list after date of 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.

## **Article 35. Vacations**

### **Section 1.**

Part-time employees on the seniority list on the date of ratification of this Agreement and all full-time employees are eligible for vacations.

Vacations will be bid in the month of December in the year preceding the vacation. Employees are to select their vacations during this period in seniority order. Employees may take earned vacation during any time in the calendar year. Seniority will control if there is a conflict. Employees who fail to bid during the above period will only have a choice of the remaining vacation time. Ten percent (10%) of the total workforce with a minimum of one (1) will be permitted to be on vacation at a time. Full-time employees will be paid forty (40) hours per week of vacation and part-time employees will be paid twenty (20) hours per week of vacation. Payment for full-time 40-hour, or part-time 20-hour, vacation will be governed by the employee's full-time or part-time status on the date the vacation is taken. Any controversy over any of the above will be subject to the grievance procedure, provided the aggrieved employee files his/her grievance within ten (10) days after the close of the vacation bid.

### **Section 2.**

Employees covered by this Agreement, who have completed one year of service, shall be eligible for vacation pay as follows:

One (1) year of Service	One (1) weeks' vacation
Two (2) year of service	Two (2) weeks' vacation
Five (5) years of service	Three (3) weeks' vacation
Fifteen (15) years of service	Four (4) weeks' vacation
Twenty (20) years of service	Five (5) weeks' vacation

During the second and subsequent years, the employee must have worked at least sixty percent (60%) of that year before vacation may be scheduled. No more than one vacation will be earned in any twelve (12) month period. Vacations will be pro-rated based on active service. Part Time service will be pro-rated at the half service requirement.

### **Section 3.**

Vacation pay shall be paid prior to vacation if desired provided employees give at least two (2) weeks' notice in writing. Vacation pay shall be paid by separate check.

### **Section 4.**

The Employer must allow a minimum of ten percent (10%) of the active employees to be on vacation each day of the year. Each employee may split one (1) week of earned vacation into a

maximum of five (5) 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/she will be paid for a week of 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 a check for the week in which the vacation day(s) fall, and such day(s) shall be included in the computation of the above-mentioned ten percent (10%). However, when a holiday falls within the period of an employee's vacation and an additional day off is granted, such additional day will not be included in the ten percent (10%) computation.

### **Article 36. 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.

[Language to be inserted]

### **Article 37. Pension**

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 38. Cost-Of-Living**

Refer to Article 21, Section 2 of the National Agreement ("Wages – COLA").

### **Article 39. Unemployment Compensation**

Full or pro-rata vacation pay shall not be paid to employee at time of layoff if acceptance of same will result in loss or delay of unemployment compensation benefits.

### **Article 40. 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 Company 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 January 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 due to sickness or accident except where the employee is hospitalized prior to that date when it will be paid beginning on the date of hospitalization. All full-time employees are entitled to the equivalent of forty (40) hours sick pay either paid in eight (8) hour or ten (10) hour increments depending on the shift that they bid. Whatever bid that the employee is on the beginning of the contract year will determine the manner of the sick day payout.

New full-time employees would receive one-half (1/2) day per month accrued not to exceed five (5) in any calendar year.

**Article 41. Classification and Wages**

1. 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
New Hires	\$10.55	\$10.90	\$11.30	\$11.75	\$12.15	\$12.60	\$13.05	\$13.55
Gloria Stickley	\$13.10	\$13.45	\$13.85	\$14.30	\$14.70	\$15.15	\$15.60	\$16.10
Barb Radanovich	\$14.63	\$14.98	\$15.38	\$15.83	\$16.23	\$16.68	\$17.13	\$17.63
Karen Taylor	\$14.63	\$14.98	\$15.38	\$15.83	\$16.23	\$16.68	\$17.13	\$17.63

**Part-Timers Hired After April 1, 2008**

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

## **Article 42. Union and Employer Cooperation**

The Union and the Employer recognize the principle of a fair days work for a fair days pay. The Employer may establish reasonable work standards which shall take into account all factors relating to the work assignment.

Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, functions, and authority the Employer had prior to signing this Agreement are retained by the Employer and remain the exclusive right of management to be exercised in accordance with its sole and exclusive judgment and discretion.

## **Article 43. Job Description**

### **Section 1.**

All employees covered by this Agreement will be required to work as assigned

### **Section 2.**

Special projects or regular work assignments will be completed as assigned by management.

## **Article 44. DHL Standards of Conduct**

DHL is committed to providing the highest quality of service to its customers, and a motivated and cohesive workforce is vital to accomplishing this fundamental business objective. To achieve this goal, fair and professional treatment that recognizes the value and dignity of each person regardless of job title, tenure, or organizational level, must be practiced in every circumstance where employees interact with each other. It must be understood that workplace disharmony and disrespect among employees ultimately has negative consequences for our customers.

DHL expects all employees to conduct themselves in a professional manner, perform assigned work duties and comply with all established policies of DHL. You are responsible for adhering to DHL's standards of conduct which emphasize honesty, as well as personal and professional integrity, in all activities.

Employees are expected to perform their assigned work according to established standards of performance, safety and efficiency. Inappropriate conduct with regard to performance, violation of DHL policy or disregard for DHL's interests may result in corrective action up to and including discharge.

## **Basic Provisions**

Appropriate employee conduct should reflect, but is not limited to, these guidelines:

- perform job duties and responsibilities according to standards set by the manager.
- follow work hours and work rules established by the manager for the department/location.
- treat fellow employees, customers, suppliers and visitors respectfully and courteously.
- perform duties in a manner that minimizes the potential of injury to self and others; and
- comply with established policies of DHL.

### **Unacceptable Behavior**

Inappropriate and unacceptable behavior includes, but is not limited to:

1. Unsatisfactory job performance.
2. Excessive absenteeism, tardiness or abuse of meal or break privileges.
3. Failure to report to work as scheduled without notifying the employee's supervisor.
4. Misuse of company funds; falsification or destruction of any time-keeping, financial, employment or company record, including and without limitation, time sheets, expense reports and applications for employment.
5. Insubordination and/or lack of cooperation with supervisors or co-workers, including refusal to, or unreasonable delay in, carrying out instructions given by your supervisor.
6. Inappropriate or illegal conduct on or off DHL premises, violations of public law or commission of a criminal offense, including and without limitation, participating in illegal import/export operations or smuggling; operating a company motor vehicle or private vehicle on company business while not possessing a valid operator's license; gambling; possession, sale, use or distribution of illegal drugs or narcotics.
7. Unauthorized possession, sale, or use of alcohol and/or any drug or restricted substance while at work or while on DHL property; reporting to work or, while on the job or job site, being under the influence of any of those substances, addiction to, or illegal possession of (either on or off the job), narcotic drugs or restricted substances.
8. Refusal to take an alcohol or drug test in keeping with DHL's policy and/or state or federal law.
9. Any type of workplace violence, including but not limited to, attempted, threatened, or actual behavior that is intimidating or causes physical harm or property damage toward another employee, customer, supplier, or visitor, occurring on company property or during the performance of an employee's duties. This behavior includes, but is not limited to, communicating threats of harm, brandishing an object that appears to be a weapon, physically attacking a person or a person's property, committing acts of vandalism or arson, stalking a person, communicating racial epithets or other derogatory comments associated with hate crimes, using company media to harass others, using greater physical size or strength, or organizational position to intimidate or harm a person, and using or displaying a firearm or weapon.

10. Behavior that interferes with the work performance of others or the operations of DHL; or that which brings discredit to the company while you are on duty or off duty in public; or that which is offensive to other employees, customers, suppliers or visitors, including and without limitation, false statements, either oral or written, about the company, other employees, self or the work situation. This includes inappropriate behavior on or off duty while wearing a company uniform or displaying the company insignia.
11. Theft, destruction, misuse or damage of DHL property, vehicles, equipment or supplies, or the property of another employee, customer, supplier or visitor; or the unauthorized use of any company property or vehicle for personal reasons.
12. Unauthorized possession or movement of company, customers' or suppliers' property. Taking, possessing or tampering with company property, company records, customer material and other property entrusted to the company, without proper authority.
13. Misuse of electronic media, including but not limited to: computers, e-mail, telephones, cellular telephones, digital cameras, camera cell phones, voicemail, fax machines, electronic bulletin boards, wire services, on-line services, Internet and World Wide Web. These systems may not be used for political or religious causes; for chain letters; to communicate content reasonably considered threatening, offensive or derogatory to any individual or group; or for any other purpose which is illegal, against company policy or contrary to DHL's interests. Internet or e-mail use must not be used to send or received communications, or visit sites containing offensive content. Offensive content would include, but is not limited to, sexual comments or images, racial slurs, or any comments that would offend someone on the basis of his or her age, sex, race, sexual orientation, marital status, religious or political beliefs, national origin, disability, or any other characteristic protected by law. Misuse or excessive personal use will not be tolerated.
14. Use of the DHL transportation network for any illegal, immoral or unauthorized purpose, including unauthorized personal use of COMAT.
15. Driving a DHL vehicle while on company business in violation of DHL driving standards or in an unsafe manner, or not abiding by traffic laws, driving regulations or DHL's driving standards.
16. Violation of safety, security or health rules, or engaging in conduct that creates a safety, security or health hazard.
17. Bringing firearms, weapons, or any other hazardous or dangerous device onto DHL property or possessing same while engaged in company business.
18. Sexual, personal or any other harassment of another employee, customer, supplier or visitor.
19. Abusive treatment, inappropriate language or discourteous conduct directed toward another employee, customer, supplier or visitor.
20. Inappropriate disclosure of confidential information regarding the company, DHL employees, customers or suppliers.

21. Sleeping on the job.
22. Mismanagement on the part of a supervisor/management employee.
23. Reprisal or threatening reprisal of employees who exercise rights protected by law or by company policy.
24. Tape recording a supervisor and/or fellow employee without their consent.
25. Violation of the Conflict of Interest policy.
26. Violation of any other DHL company policy.

If you are in doubt about a rule or policy, it is your responsibility to request an explanation from your supervisor or Human Resources Generalist.

### **Use of Electronic Mail (E-mail)**

Electronic mail is an invaluable tool for us to conduct business. Although this medium offers many features that will enhance your ability to do your job, misuse of this tool wastes valuable resources in our computing and network environment, increases the risk to this environment by computer viruses, and exposes DHL to liability. Therefore, the following policy must be followed:

- Electronic mail should be used for DHL business. “Junk” messages, such as jokes and chain letters, are prohibited.
- Employees may not spend work time on personal use of the electronic mail system, or otherwise allow personal use of electronic mail to interfere with their own or any fellow employee’s job performance. At no time can employees use electronic mail for commercial purposes that are not work related, or use it in any way that may offend other employees or otherwise violate Company policy or the law,
- Electronic mail must not be used to send or receive communications containing offensive content. Offensive content would include, but is not limited to, sexual comments or images, racial slurs, or any comments that would offend someone on the bases of his or her age, sex, race, sexual orientation, religious or political beliefs, national origin, or disability.
- Electronic mail access must not be used to defraud, harass, or defame others; to infringe copyrights or other intellectual property; to violate any Company policy; or to violate any applicable law or regulation.
- No employee may send electronic communication so that it appears to come from another person.
- Employees should use discretion in composing and sending messages. Messages once sent are not easily retrieved. Messages that appear to be deleted may remain in the

system for months or years. Employees should send no message that they would not be comfortable sending on Company letterhead.

For business purposes or as required by law, DHL may access, monitor and/or disclose the contents of electronic mail or any other messages or files in transit or in storage on DHL's network. This access and monitoring may occur during or after work hours by any supervisor, manager, or security personnel designated by DHL. Signature on the "Acknowledgement of Receipt" of this "The Guide to One for Employees" is the full notification of this policy to the employee. No additional notice to the employee is required

### **Use of the Internet**

Internet access provides opportunities to communicate electronically with persons outside the Company and to access information stored in a variety of formats. This Internet access is to be used for DHL business.

This medium offers many features that will enhance your ability to do your job, Internet usage could expose DHL to increased liability if it is not used properly. Therefore the following guidelines must be followed when using the Internet:

- The Internet should be used for DHL business. Any communications sent or received, and information obtained are – and remain at all times –the property of DHL.
- Employees may not spend work time on personal use of the Internet, or otherwise allow personal use of the Internet to interfere with their own or any fellow employee's job performance. Employees may not use the network for personal use in ways that generate any cost to DHL. Finally, at no time can employees use the network for commercial purposes that are not work related, or use it in any way that may offend other employees or otherwise violate Company policy or the law
- Internet access must not be used to send or receive communication, or visit sites containing offensive content. Offensive content would include, but is not limited to, sexual comments or images, racial slurs, or any comments that would offend someone on the basis of his or her age, sex, race, sexual orientation, religious or political beliefs, national origin, or disability.
- Internet access must not be used to defraud, harass, or defame others; to infringe copyrights or other intellectual property; to violate any Company policy; or to violate any applicable law or regulation.

Employees should be aware that DHL tracks the use of its Internet gateways, records specific websites visits, and may from time to time block access to certain websites. This access and monitoring may occur during or after work hours by any supervisor, manager, or security personnel designated by DHL and may occur without further notice to the employee. Signature on the "Acknowledgement of Receipt" of this "The Guide to One for Employees" is the full notification of this policy to the employee

### **Keeping DHL Informed**

It is important to keep your supervisor and Human Resources informed of any changes to your name, address, telephone number, tax status, benefits coverage eligibility, person to notify in case of emergency, and any factors which affect your ability to carry out your assigned duties. You must let your supervisor know as soon as possible after a change has occurred. Your supervisor will assist you in informing the Human Resources department.

Any formal mailings are sent to the last address listed on your Employee Profile. It is your responsibility to change your address listing if you move.

## **Attendance**

DHL's business, at all levels, is about reliability. Our customers depend on quality service, and DHL expects all employees to maintain an acceptable standard of attendance and punctuality.

You need to notify your supervisor as soon as possible when you know you will be absent or late in arriving for work, indicating the cause and the probable length of absence. You must maintain daily contact with your supervisor during a period of absence, unless your supervisor instructs you otherwise. Your supervisor may require substantiating documentation at any time prior, during or subsequent to the absence. If you fail to report to work and do not call in to report your absence for three consecutive scheduled workdays, you will be considered to have abandoned your job and thus voluntarily resigned your position.

Regardless of the cause, excessive tardiness and/or absenteeism may result in corrective action up to and including discharge. Generally, a total of five instances of absence in a 12-month period is considered excessive and can warrant corrective action. An instance of absence is defined as one or more scheduled consecutive workdays that you are either not present at work or do not report as scheduled for DHL business at any other worksite or location. For example, if you were sick for two consecutive days, that would be considered one instance of absence.

Employees with more than one year with DHL who are absent for serious health condition reasons that qualify under Family and Medical Leave (FMLA) are not subject to corrective action for the qualifying absence(s). To qualify for this protection you must notify your supervisor within two days of the beginning of your absence from work that you are seeking protection under FMLA for that instance. A health care provider's certification must be provided in order to receive consideration for FMLA protection for such instances. You may not retroactively seek protection under FMLA for instance of absence.

## **Article 45. 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. 364, affiliated with the International Brotherhood of Teamsters

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

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