

Local 671 Office Clerical 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 NOS. 671, affiliated with THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS (hereinafter "Union"). This Local Supplement 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 Unions 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 agreements between the parties for the affected office clerical employees represented by the Unions.

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 AND PROMOTIONS

The following provisions replace Article 12 of the Office Clerical Operational Supplement ("Seniority, Layoff & Recall") in its entirety.

- (A) Seniority for employees governed by this Agreement shall be defined as the period of employment with the Employer in the work covered by this Agreement at the terminal within the jurisdiction of the Local Union. It shall be deemed to include any seniority presently held by an employee through agreement between the Employer and the Union prior to this Agreement.
- (B) All new employees shall be hired on a thirty (30) calendar days' trial basis and shall work under the provisions of this Agreement, within which they may be dismissed without protest by the Union. However, the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members. After thirty (30) days' trial period they shall be placed on the seniority list as regular employees in accordance with their date of hire, provided, however, that an employee must work a minimum of ninety-six (96) hours during this thirty (30) days' trial period.
- (C) The parties hereto recognize and accept the principle of seniority in retiring and laying off. Seniority shall prevail in selection of starting times, in recall to work opportunity in the event of layoff for lack of work, in recall to work after layoff; in selection of vacations from the vacation schedule. Seniority does not give an employee the right to choose any specific assignment or department.

(D) It is agreed by the Employer and the Union that it is of prime importance to maintain efficiency in the Company and its various departments. In all cases of promotion or transfer of employees from one job to another, the following factors shall be considered:

- (1) Length of continuous service;
- (2) Knowledge, training, ability, skill and efficiency.
- (3) Physical fitness.
- (4) Attendance record

Where factors 2, 3, and 4 are relatively equal, the length of continuous service shall govern.

(E) No full-time position existing on the effective date of this Agreement may be laid off so long as any part-time employee is working.

- (1) If part-time employee on the same starting time for eight (8) consecutive hours per day, thirty (30) days during a sixty day period, excluding replacement and forced hours, then the Company shall add a full-time position..
- (2) Abuses of (1) above would be subject to the grievance procedure.

(F) The Union and the Employer agree that any employee promoted or transferring to a new position shall be given, a test for a period not to exceed thirty calendar days at the applicable rate of pay. If it is determined that the employee is not qualified for the new position, or if the employee desires, he shall be returned to the old position at the same rate of pay which was formerly paid for the old position.

The Employer will furnish study material and render assistance and training to employees assigned to such positions.

(G) In the event the Employer lays off employees, it shall give three (3) working days notice to the affected employees. In the event that this is; not possible, employees will receive notice or paying lieu thereof of two (2) working days and will receive time and one-half compensation for all hours worked on the last working day prior to the layoff notice.

In the event an employee has been laid off, he shall be recalled by telephone or telegram or personal contact at the last address given to the Employer at least the night before he is to return to work except in the event of illness on that day.

Where work develops during the next day, the Employer shall, in the order of seniority of the laid-off men, make such work available by telephone or telegram or personally contacting the employee at his home or such place as shall have been designated with the supervisor as the place of contact An employee recalled by the above procedure must notify the Employer as soon as possible in advance of the specified time for his report of his intention to report. In the event the employee fails to comply with the above position, he shall have no claim for work opportunity lost until he reports, but the Employer shall be responsible for the work opportunity lost if he shall fail to comply with these provisions.

- (H) Seniority shall be broken only by:
 - (1) Discharge
 - (2) Voluntary Quit
 - (3) Failure to respond to a notice of recall as specified in Article 21, paragraph (G) of this Agreement (“Seniority and Promotions”)
 - (4) Unauthorized leave of absence.
 - (5) Unauthorized failure to report for work for three (3) consecutive days when working and on seniority list.

- (I) When Saturday, Sunday or holiday work becomes available, such work shall be allocated to the workforce in the following manner:
 - (1) Such work shall be offered first to the full-time employees), in order of seniority.
 - (2) In the event that the full-time employee(s) declines such work, then it shall be offered to the qualified part-time employees) in order of seniority. If they decline it, then such work shall be assigned to part-time employees) in reverse order of seniority.
 - (3) In the event that there is still work available, after the Work has been assigned to the qualified part-time employees), according to part (2), then such work shall be assigned to the full-time workforce, in reverse order of seniority.

- (J) Any employee who is absent because of proven illness or injury shall maintain his seniority.

ARTICLE 22. DISCHARGE & SUSPENSION

The cardinal infractions for this side letter shall be:

- (a) Dishonesty;
- (b) Under the influence of alcohol or illegal drugs;
- (c) Recklessness resulting in serious accident while on duty; or
- (d) The carrying of unauthorized passengers.

An employee may be placed under a letter of investigation. The Employer has ten (10) days to notify the employee in writing, copy to the Local Union, that he is being placed under investigation. The Employer must complete the investigation within thirty (30) days after placing the matter under investigation. The Employer may extend the thirty (30) day period for cause, and notify the respective Local Union in writing of such extension.

Except in cases involving “cardinal” infractions under this Agreement, an employee to be discharged or suspended shall be allowed to remain on the job until the discharge or suspension is sustained under the grievance procedure.

ARTICLE 23. HOLIDAYS

The following provisions supersede Article 26 of the National Agreement (“Holidays”) in its entirety.

- (A) The following shall be recognized as paid holidays and all full-time employees shall be paid eight (8) hours straight time pay and all regular part-time employees shall be paid four (4) straight time hours therefore: New Years Day, President's Day, Memorial Day; Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, December 24th (Day Before Christmas), and Christmas Day irrespective of the day on which the holiday falls and four (4) floating holidays, to be effective January 1, one which may be the employee's birthday or any other three (3) days mutually agreed to.
- (B) Regular employees shall be paid for each recognized holiday, or the day celebrated as such, irrespective of what day of the week the holiday falls, on the basis of eight (8) hours at their straight time rate, provided they work any day during the payroll period. Any regular employee laid off for lack of work shall not be deprived of his holiday pay if the layoff does not exceed thirty days' duration. Regular employees required to work on any such days shall be paid the applicable premium rate in addition to the holiday pay. Monday holidays for employees on Tuesday through Saturday schedule have option of taking the following Tuesday as a floating holiday or payment of holiday.

In the case of the floating holiday it will be incumbent upon the employee to request such holiday from his Employer at least seven (7) days prior to said holiday. All conditions in this Article relating to holidays shall apply to the floating holiday. An employee after electing the personal holiday; or eight (8) hours' pay in lieu of the holiday shall have no recourse. All unused floating holidays are to be paid off at the end of each contract year.

- (C) Employees on night work whose regular work begins on a holiday evening or ends on a holiday morning, shall be given either the night before or the night after off; for their holiday in accordance with the Work Schedule. Regular employees shall not be deprived of their sixth punch by the use of extra help. Except in cases specifically agreed upon between the Employer and the Union, work on the night shift shall be treated as being performed on the day on which the shift ends. The holiday night shall not be staggered by the splitting of a single shift.
- (D) If any of the above-named holidays occur when an employee is on vacation, that employee may elect an optional day off in lieu of the holiday, with pay, provided that this optional day off would be selected by mutual agreement with the Company.
- (E) If a part-time employee works eight (8) hours on any given holiday, that part-time employee will receive in addition to pay for hours worked on that holiday, eight (8) hours pay at regular time for holiday pay.
- (F) Bids must be posted no later than Monday prior to holiday for holiday work schedules.

ARTICLE 24. VACATIONS

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

- (A) Employees who have been on the Employer's payroll for one year and who have worked at least one hundred and thirty-five (135) days during that year including any absence resulting from the performance of duties under this Agreement, shall be entitled to one (1) week's vacation with pay in each year to be taken during the vacation period provided in subsection (C) hereof.

The requirement of 135 days of employment applies only to the first year of employment.

All regular employees shall receive their vacation pay due them in advance on the basis of their earnings for the previous calendar year ending December 31st, excluding any time lost for accidents, workmen's compensation, leave of absence or lay-off one fifty-second (1/52nd) of their earnings for each week of vacation, but not less than forty (40) hours per week for full-time employees and not less than twenty (20) hours per week for part-time employees.

Any employee who is discharged or who quits between January 1st and December 31st shall receive the vacation allowance due him for that year.

Employees must work a minimum of sixty days in the year to qualify for vacation.

(B)

YEARS OF SERVICE	VACATION WEEK(S)
1	1 week
2	2 weeks
5	3 weeks
15	4 weeks
20	5 weeks

- (C) No employee entitled to a vacation, may be forced to work overtime within forty- eight (48) hours of the commencement of such a scheduled vacation, or the last day of their scheduled work week prior to vacation. Vacations must be taken between January 1 and December 31st unless otherwise mutually agreed to between the Employer and the Union, and any employee who has completed the required service before or within the vacation period shall be granted a vacation as provided herein.

The Employer shall allow a maximum of one employee to select vacation during the vacation period as defined above. However, during the months of June, July and August, a maximum of three weeks vacation may be selected by any twenty (20) year employee.

- (D) Vacation bids will be posted by April 1 with vacations to be scheduled January 1 through December 31. Vacation bids will be posted based on total weeks accrued in the facility, based on operational requirements giving consideration to prime summer month vacations.
- (E) Upon discharge by the Employer, or quit by the employee, earned vacation time and pay shall be included in all final wage payments. In case of death of an employee who is eligible for a vacation, vacation pay due such an employee shall be paid to the employee's estate.
- (F) Employees with three (3) or more weeks vacation may take one (1) week one (1) day at a time.

ARTICLE 25. SICK LEAVE

- (A) The Employer agrees to grant each full-time employee covered by this Agreement a total of five days, at eight hours per day and each regular part-time employee on the seniority list on the date of ratification of this Agreement the same number of days off; at four (4) hours pay per day, for each year of the contract, as compensation for sickness.

The Employer may insist upon verification of employee's eligibility for sick pay by demanding a certificate from a physician, after the employee has been out for three (3) consecutive days.

- (B) Sick leave may be used only in the event of injury or illness requiring absence from the job. In such cases, sick leave will be paid at the rate in effect at the time the sick leave is used. In the event an employee terminates or retires with accumulated sick leave in his/her account, it will be paid to that employee at the hourly rate in effect at the time the sick leave was actually earned. At the end of each contract year, unused sick leave will be paid off at the rate earned. Checks to be issued to employees first pay period in April. In order to receive payments of the unused portion of the sick leave upon the completion of the contract year (March 31), the employees must have worked sixty (60) days including holidays, vacations, and compensable jury duty during the contract year and the employees must have remained on the seniority roster (active or inactive) for the complete contract year April 1 through March 31.
- (C) First year employees will receive prorated sick leave based on contract year. For every thirty-three (33) days they will receive one (1) day's sick leave. This will be applied to their unused sick leave.

ARTICLE 26. WORK WEEK AND WORK DAY

- (A) The work week shall consist of five (5) consecutive days. The work day shall consist of eight (8) consecutive hours. The Employer can schedule employees on work weeks for

any five (5) consecutive days in the period Monday through Friday at regular rates of pay. They shall receive double time for all hours worked on Sunday.

- (B) All time worked in any one day in excess of eight (8) hours shall be paid at time and one-half. Hours worked in excess of forty (40) hours in any one (1) week shall be paid at the rate of time and one-half. A holiday which falls during an employee's regular work week shall count as a punch, whether or not actually worked by the employee.
- (C) All hours worked on the sixth (6th) consecutive day shall be paid at time and one-half (1½) for all hours worked on the seventh (7th) consecutive day shall be paid at the rate of double time. However, rates of pay for Sunday shall be at double time rates as set forth in Section (A) above. All hours worked on a premium day, in excess of eight (8), shall be paid at one and one-half (1½) the applicable premium rate.
- (D) An employee who notifies his supervisor prior to the start of the shift of an emergency or pressing personal business which cannot be done at any other time except at the end of that shift shall be excused of their obligation to work overtime that day; however, it is specifically understood that another employee may be required to do this overtime assignment if no other arrangements can be made.
- (E) The Company agrees not to schedule full-time employees to work more than ten (10) hours per day or part-time employees more than six (6) hours per day, provided it is clearly understood that in the event of an emergency as declared by the District Operations Manager this restriction will not apply.

ARTICLE 27. TRAINING

Any bargaining unit employee assigned to training will train other employees as and when directed.

ARTICLE 28. MEAL PERIOD

Full-time employees shall be allowed a thirty (30) or sixty (60) minute lunch break which shall not begin until the employee has worked four (4) hours, but must begin before the employee has completed six (6) hours of work.

Any employee who is ordered to work during any part of their meal period shall be paid for the full meal period and shall be allowed and must take twenty (20) minutes to eat lunch and such time shall be considered as time worked. An employee who is ordered to work during any part of their meal period shall receive a minimum of eight and one-half (8½) hours' or nine (9) hours' pay on that day.

ARTICLE 29. PART-TIME EMPLOYEES

The following provisions supplant Article 10, Section 2 of the Office Clerical Operational Supplement (“Use of and Performance of Bargaining Unit Work by Personnel Other Than Full-Time Seniority Employees – Part-Time Employees”) in its entirety.

The Employer may utilize regular part-time employees on a scheduled basis to cover regular recurring work periods, and to replace absenteeism; and part-time casual employees on an on-call basis, to cover overflow situations and to replace absenteeism.

A new part-time employee shall be hired on a thirty (30) calendar days’ trial basis within which time they may be dismissed without protest by the Union. After thirty (30) days trial period they shall be placed on a separate seniority list in accordance with their date of hire provided, however, a new part-time employee must work a minimum of eighty hours during this thirty day trial period. The foregoing test of time shall not include vacation or maternity leave hours, with respect to which the part-time employee shall sign a written waiver, with a copy to the Local Union.

Part-time employees may be utilized from Monday to Saturday inclusive and may be forced to accept Saturday, Sunday or holiday work (refused by full-time employees). Any part-time employee who is called and reports as scheduled shall be guaranteed four (4) hours' work or pay. The Company would be willing to notify the part-time employee of the extension of his or her shift prior to completion of the third hour (as opposed to "promptly"), except in case of an emergency as declared by the District Operations Manager. When the Company extends the shift of a part-time employee, the Company shall promptly notify the employee once it becomes aware of the situation.

The Employer shall remit contributions on behalf of all part-time employees (regular & casual) on the seniority list on the date of ratification of this Agreement to the respective Health & Welfare and Pension Funds and regular part-time employees on the seniority list on the date of ratification of this Agreement shall be entitled to accrue vacation pay equal to 1/52 of their earnings for each week (week = 5 days) of vacation, but not less than twenty (20) hours pay per week.

Part-time casual employees shall not be entitled to vacation, sick leave, holiday, or jury duty under the terms of this Agreement.

Permanent full-time vacancies shall be offered to regular part-time employees in order of seniority. A regular part-time employee accepting a full-time position shall receive a new seniority date, which shall be the first day that he works as a full-time employee. Provided, however, each regular part-time employee lured prior to the effective date of this Agreement shall be offered a one-time-only right to accept a full-time vacancy with carryover of accrued part-time seniority credits; if said employee refuses the full-time position when it is offered to him, then he shall sign a written statement to that effect, and from that point on, he will retain his

seniority right to accept future permanent full-time vacancies, but with no carryover of accrued part-time seniority credits.

The Employer may give consideration to part-time casuals for permanent part-time vacancies.

Part-time employees shall be covered under a separate seniority list from the full-time seniority list.

The Company shall not use part-time employees to displace any full-time shift bid existing on the effective date of this Agreement, provided however this shall not be construed to limit the right of the Company to make bid changes in response to business needs.

The Company and Union agree that it is not the intent of this Article to subvert the creation of additional full-time jobs, where there is eight (8) consecutive hours of work available, on a regular basis. In addition, in the event that the Company works a part-time employee on the same starting time for eight (8) consecutive hours per day, thirty (30) days during a sixty day period, excluding replacement, then the Company shall add a full-time position.

The following provisions covering operational employees changing their status from full-time to part-time are as follows:

1. Part-time openings will be posted to offer all full-time employees the opportunity to change their status to part-time before filling the position from the street.
2. Part-time positions will be filled according to full-time seniority.
3. A full-time employee going to a part-time position will be considered a new part-time employee with a new seniority date for bidding purposes only. Employee will retain original seniority date for benefit purposes only.
4. Any full-time employee going to a part-time position can be forced to accept Saturday, Sunday, or holiday work refused by full-time employees.
5. In the event of a layoff, it is agreed that the employee's new part-time seniority date shall be the determining factor, not Company seniority.

The foregoing shall only apply to part-time hours worked after the effective date of this Agreement.

ARTICLE 30. PART-TIME TO FULL-TIME HIRING RATIO

Notwithstanding the provisions of Article 10, Section 2 of the Office Clerical Operational Supplement ("Use of and Performance of Bargaining Unit Work by Personnel Other Than Full-Time Seniority Employees – Part-Time Employees"), the following shall apply.

1. A part-time employee is defined as one who works a schedule of four (4) hours minimum or six (6) hours maximum per shift. A part-time employee may work no more than one shift per working day.
2. The six (6) hour maximum may be extended to fulfill operational needs.

3. All additional full-time job vacancies shall be filled from the part-time list, according to seniority.
4. The Company agrees to repost the full-time bid whenever a full-time employee is absent for more than thirty (30) days provided it is known that the employee will be out for a future like period. After sixty (60) days, if Union requests position be posted, it shall be posted for bid.
5. No full-time employee may be laid off as long as there are part-time employees working.
6. The number of part-time employees will not exceed the number of full-time employees.

ARTICLE 31. EMPLOYEE'S BAIL

Employees will be bailed out of jail if accused of any offense in connection with the faithful discharge of their duties, and any employee forced to spend time in jail or in courts shall be compensated at his regular rate of pay. In addition, he shall be entitled to reimbursement for his meals, transportation, court costs, etc. Provided, however, that faithful discharge of duties shall in no case include compliance with any order involving commission of a felony. In case an employee shall be subpoenaed as a Company witness he shall be reimbursed for all time lost and expenses incurred.

ARTICLE 32. WAGES

Wage increases for full-time employees on the active seniority on the date of ratification of this Agreement shall be as follows:

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

All full-time employees hired after the date of ratification of this Agreement shall receive the following hourly rates of pay:

- (a) Effective first (1st) day of employment - seventy-five percent (75%) of the current hourly rate for full-time employees.
- (b) Effective first (1st) day of employment plus twelve (12) months - eighty percent (80%) of the current hourly rate for full-time employees.
- (c) Effective first (1st) day of employment plus eighteen (18) months - ninety percent (90%) of the current hourly rate for full-time employees.
- (d) Effective first (1st) day of employment plus twenty-four (24) months - one hundred percent (100%) of the current hourly rate for full-time employees.

The current hourly rate for full-time employees hired after the date of ratification of this agreement shall be:

<u>4/1/08</u>	<u>10/1/08</u>	<u>4/1/09</u>	<u>4/1/10</u>	<u>4/1/11</u>	<u>10/1/11</u>	<u>4/1/12</u>	<u>10/1/12</u>
\$14.45	\$14.80	\$15.20	\$15.65	\$16.05	\$16.50	\$16.95	\$17.45

The currently hourly rate for regular part-time employees on the seniority list on the date of ratification of this Agreement shall be:

<u>4/1/08</u>	<u>4/1/09</u>	<u>4/1/10</u>	<u>4/1/11</u>	<u>4/1/12</u>
\$ 14.69	\$ 14.89	\$ 15.12	\$ 15.54	\$ 16.02

ARTICLE 33. 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 34. 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 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. 671,
affiliated with the International Brotherhood of
Teamsters

BY _____
TITLE

BY _____
TITLE

SIDE LETTER REGARDING SIX (6) HOUR PART-TIME BID SHIFTS

The parties agree to continue their current practice of notating six (6) hour part-time bid shifts on the bids.

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. 671,
affiliated with the International Brotherhood of
Teamsters

BY _____
TITLE

BY _____
TITLE