

Local 769 Dock/Shuttle Local Rider
Effective
April 1, 2008 to March 31, 2013

ARTICLES OF AGREEMENT

This Agreement is entered into by and between DHL EXPRESS (USA), INC. (hereinafter the "Company", "Employer" or "DHL"), the TEAMSTERS DHL NATIONAL NEGOTIATING COMMITTEE (hereinafter "TDHLNNC"), and LOCAL UNION 769, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS (hereinafter "Union" or "Local 769"). 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 Pick-up and Delivery Operational Supplement, hereinafter referred to as the "Operational Supplement," for the period commencing April 1, 2008 through March 31, 2013. This Local Rider shall not become effective unless and until it is ratified by the Employer's dock and shuttle employees represented by Local 769 and approved in writing by the National Union Committee as provided in the National Agreement (Article 2, Scope of Agreement, Section 1, Scope and Approval of Local Supplements).

Once this Local Rider becomes effective, it (together with the National Agreement and Operational Supplement) shall supersede, cancel and replace in its entirety the pre-existing collective bargaining agreement between the parties for the affected Dock-Shuttle employees represented by Local 769.

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

ARTICLE 22. PROBATIONARY AND CASUAL EMPLOYEES

The parties recognize and understand that this provision on casual employees is intended to supplant the casual provisions found in the Article 11, Section 2 of the Pickup and Delivery Operational Supplement

Section A. The Employer may hire casual employees, to cover i) supplemental work, ii) replacement work, and iii) regular recurring work periods of four (4) hours or less per day. Provided, however, that the total number of casuals shall not exceed twenty-five percent (25%) of the total work force on any given day, except for (i) replacement work, which shall not count toward this 25%. The Employer shall provide the Chief Steward, on request, a list of casual employees working on any given day and whether they were used for supplemental or replacement work. No casual employee may work more than thirty (30) hours in any given week, except in replacement situations. These casual employees shall be paid 85% of the full-time rate, and shall have no other rights or benefits, except as provided by state law. Finally, the Employer shall give first consideration to qualified applicants referred by the Local Union, and, in the event that the Employer secures qualified applicants from any other source, they shall be referred through the Union Hall.

Section B. Casual employees may be utilized for supplemental or replacement work opportunities only, as defined in this Article 22. Supplemental work opportunities arise when there is a temporary surge in volume, over and above what the regularly scheduled workforce can handle. Replacement work opportunities arise when a regular employee is temporarily absent or a position becomes vacant (subject to the limitations set forth below in this Subsection C), and the Employer elects to fill the vacant shift. When casual employees are used for supplemental

work, their number shall not exceed twenty-five percent (25%) of the workforce per terminal, and no casual employee may work more than thirty (30) hours in a given week. When casual employees are used for replacement work, the 25% limitation shall not apply, nor shall the limitation on thirty (30) hours in a given week apply; however, if the replacement work opportunity is expected to last more than fourteen (14) days in duration, then it shall be covered as outlined in Article 24, Section D. In no event shall casual employees be used to cover permanent full-time vacancies, other than temporarily while the Employer is soliciting bids for the position or new hires. If the Company decides to employ regular part-time employees, the part-time employees will count toward the 25% limit at each terminal.

Section C. No casual employees may be utilized if any full-time employee or full-time split shift employee is on layoff. In the event that overtime opportunities arise immediately before or after a regular full time shift because of workloads that cannot be satisfied with personnel previously scheduled for that day, then such opportunities shall be offered to the regular full time employee(s) on that shift in the terminal where the overtime is required, according to seniority as provided in Article 24, Section C(3), before any casual employee may be offered such work. However, if all the regular full time employees on the shift at the terminal where the overtime opportunity arises (as well as other full time employees, as provided in Article 24, Section C(3)) refuse the overtime, the Employer shall have the right to offer or assign it to casual employees, irrespective of the hours worked that day by such casual employee.

ARTICLE 23. DISCHARGES-GRIEVANCES-ARBITRATIONS-NO STRIKES OR LOCKOUTS

Section A. The Employer shall not discharge or suspend any employee without just cause, but in respect to discharge or suspension shall give at least two (2) warning notices of the complaint against such employee to the employee, in writing, and a copy of same to the Union excepting that no warning notice need be given to an employee before discharge if the cause of such discharge is:

- dishonesty;
- theft;
- use or possession of weapons on Company property or while on duty;
- drinking or under the influence of alcoholic beverages while on duty or at lunch;
- use while on duty or at lunch or carrying on his person or in his equipment of narcotics, marijuana, barbiturates, amphetamines;
- failure to submit to a sobriety/drug test in accordance with the substance abuse testing provisions of this Agreement, upon request, or tampering with such testing procedures;
- engaging in physical violence while on Company property or on duty;
- recklessness while on duty;
- the carrying of unauthorized passengers;
- a serious preventable accident while on duty caused by the employee's negligence;
- willful damage or destruction of Company property or equipment or physical damage to an airplane caused by proven negligence of the employee;

- failure to report an accident or one which the employee would normally be aware of;
- violation of the no-strike provisions of this Agreement;
- committing any error in the Load Position Verification Process, discovered after an aircraft has taken off;
- failure or refusal, upon reasonable request, to submit to a search of person, property, locker or employee vehicle (located on Company premises) in connection with an investigation by management/supervisory personnel or security agents;
- falsification of Company documents;
- malicious tampering with the Employer's or co-workers property;
- insubordination;
- sleeping on the job;
- being convicted of a felony;
- revocation or suspension of a drivers license required for the employee to perform their duties for ninety (90) or more calendar days (during which time the employee may be suspended without pay);
- revocation or suspension of an airport access identification badge or other official access badge required for the performance of the employee's work duties at the employee's home terminal for ninety (90) or more calendar days (during which time the employee may be suspended without pay);
- or other serious misconduct.

Warning notices shall remain in effect for six (6) months from the date of issuance.

In all cases where the employee is unable to report for work at his assigned starting time, for any reason, he shall immediately notify the supervisor on duty, but such notification shall be made at least two (2) hours prior to his assigned starting time. Failing to so notify the supervisor on duty, he shall not be reinstated upon his return to work unless a reasonable explanation is furnished to the Employer. The first violation of this Article shall result in a warning notice to the employee. On the second such violation of this Article employee may be disciplined or discharged. Habitual absenteeism will be grounds for discharge.

ARTICLE 24. SENIORITY-LAYOFF-RECALL

Section A. The first nine (9) positions scheduled by the company shall be full-time straight-shift positions (i.e., eight (8) consecutive hours). These positions shall be scheduled to work eight (8) consecutive hours per day, five (5) consecutive days per week, with assigned starting times. An employee's start time shall be uniform throughout the week, except for Monday and Saturday shifts. Any employee holding a bid to one of these assigned positions who is required to work prior to regular starting bid time and/or after regular quitting time shall be paid for at a rate of 1 1/2 times his regular hourly rate for all hours worked prior to or in excess of this regular shift, provided they work their full shift as well.

Section B. The company shall conduct shift bids on April 1 and October 1 of each year. The

company may conduct additional bids as operational needs dictate.

Bid sheets shall be posted for a period of five (5) consecutive business days. Any bid selections not completed within that period may be filled in by management with the names of employees who have yet to select a position.

Section C. The parties agree that seniority shall apply in the following manner:

1. Master seniority shall apply in cases of layoff and recall, April 1 shift bidding, vacation accrual and pension accrual in the manner already provided for herein.
2. Terminal seniority shall apply in all other cases.
3. Extra work opportunities in the Dade County and Broward County terminals shall be offered to available employees by terminal seniority first, to full-time/full-time split shift employees then to casual employees. If all terminal regular and casual employees have been exhausted, then the Company will offer such extra work opportunities to employees by master seniority. The Company shall offer such opportunities promptly.

Section D. When a new regular full-time position becomes available, or an existing regular full-time position becomes vacant and that vacancy is expected to last for more than fourteen (14) days (and the Company elects to fill it), then the following positions only shall be subject to bid: The regular full time position shall be bid among full time split shift employees, by master seniority.

The full-time split shift position vacated by that successful bidder shall, likewise, be bid among the remaining full-time split shift employees, by terminal seniority. And, finally, the full-time split shift position vacated by that successful bidder shall be offered to casual employees. There shall be no further movement of personnel, as a result of the new or vacant regular full-time position.

ARTICLE 25. FULL-TIME SPLIT-SHIFT

Full-time split-shift positions shall be scheduled to work five (5) or six (6) consecutive days, forty (40) hours per week, with assigned starting times, which starting times may differ on Monday and Saturday. The full-time split-shift workday in each covered operation shall consist of one (1) or two (2) non-contiguous segments of work of not less than three (3) or more than (5) hours duration per day.

Full-time split-shift positions may be added to the workforce subject to the following limitations.

- a. The Company may schedule full-time split-shift positions in the Dade County or Broward County terminals, provided there are at least nine (9) full-time straight-shift positions scheduled to work unit-wide that week.
- b. Any new positions added to the workforce on or after the effective date of this agreement may be full-time split-shift. Provided however, if the new position has eight (8) consecutive hours of work on a regular basis, then it shall be full-time

rather than full-time split-shift.

ARTICLE 26. WAGE SCALE

Section A. The employee shall report for work at the time and place specified by the Employer. All work in excess of the employee's regularly scheduled duty day (either 8 or 10 hours), and forty (40) hours in any one (1) week shall be paid at time and one-half (1 1/2). No employee shall be required to work in excess of 12 hours per day or beyond the maximum number of hours allowed per week by current DOT regulations.

The Employer shall not be required to pay wages for work time lost due to closure or partial closure of operations as a result of circumstances beyond the Employer's control (e.g. hurricanes, work stoppages as a result of labor disputes).

A lunch period without pay must be given to each employee, to be not less than one-half (1/2) hour nor more than one (1) hour in any one (1) day. However, if an employee elects to work through his lunch period (with the express written approval of his supervisor), then he shall be treated as terminating his shift after eight (8) consecutive hours, and will be eligible for overtime at that point, rather than at the completion of his scheduled shift.

Section B. The rate of pay for employees covered by this Agreement shall be:

Full-Time Employees Employed as of [DATE OF RATIFICATION] shall receive the following wage increases:

Effective April 1, 2008	35 cents per hour
Effective October 1, 2008	35 cents per hour
Effective April 1, 2009	40 cents per hour
Effective April 1, 2010	45 cents per hour
Effective April 1, 2011	40 cents per hour
Effective October 1, 2011	45 cents per hour
Effective April 1, 2012	45 cents per hour
Effective October 1, 2012	50 cents per hour

Full-Time Employees Hired after [DATE OF RATIFICATION] shall be paid according to the following annual wage progression:

Step	Hourly Rate
1	\$12.50 (date of hire)

2	\$13.00
3	\$13.50
4	\$14.00
5	\$14.50
6	\$15.00

Employees hired between January 1 and July 1 will advance from Step 1 to Step 2 on the first Monday of the following January, and will receive step increases on the first Monday of every January thereafter (for example, an employee hired March 1, 2009 will advance from Step 1 to Step 2 on the first Monday of January, 2010). Employees hired after July 1 and before December 31 will wait for the second January anniversary before advancing from Step 1 to Step 2, and will receive step increases on the first Monday of every January thereafter (for example, an employee hired October 1, 2009 will advance from Step 1 to Step 2 on the first Monday of January, 2011).

Casual Employees

Casual employees shall be paid \$12.00 per hour for the life of this agreement

Section C.

A wage differential of twenty-five cents (\$.25) per hour shall be paid to an employee who (1) holds a valid Class A Commercial Drivers License, and (2) successfully bids a shift designated by the Employer as "Class A Only" on the master shift bid. Such employees will be paid the differential for all hours worked at his home terminal in his "Class A Only" shift as part of his regularly scheduled shift and for extra work opportunities in his home terminal at the commencement of or at the termination of his regular shift. *In the case* of employees bidding a replacement "Class A Only" shift, the employee will be paid the differential for all hours worked as a replacement for that shift provided that the successful bidder holds a valid Class A Commercial Driver's License. If there are no qualified bidders for a "Class A Only" shift (either a regular master bid or a replacement bid), the Employer may fill the shift with a casual employee with a valid Class A CDL or contract out the work as it deems appropriate.

ARTICLE 27. CALL-IN PAY ~~AND PAY PERIOD~~

When called in or called back to work for a period that does not immediately follow or precede an employee's regular duty shift, a regular employee shall be guaranteed four (4) hours pay at one and one half times his straight time rate. ~~All employees covered by this Agreement shall be paid in full each week for work performed the prior week ending Sunday.~~ There shall be no pyramiding of overtime time or any other premium pay provisions of this Agreement.

ARTICLE 28. VACATIONS

All employees covered by the Agreement who have worked a minimum of 1200 hours during the year, and during the first year of employment have worked the full year, shall after one (1) year of employment be entitled to a two (2) week vacation with pay; five (5) years, three (3) weeks vacation with pay; fifteen (15) years, four (4) weeks vacation with pay; twenty (20) years, five (5) weeks vacation with pay, based on the employee's regular hourly rate for a forty (40) hour work week. Employees with three (3) weeks vacation entitlement or more shall be permitted to split one (1) week of vacation, two (2) or more days at a time.

The vacation period of each qualified employee shall be set by the Employer with due regard to the desire and preference of the employees, consistent with the efficient and uninterrupted operation of the Employer's business. No vacations shall be set during peak business periods. A vacation schedule shall be posted for seniority bids in January of each year. In the event an employee fails to select a vacation period, the Employer may assign a vacation period commencing at least thirty (30) days after the date of said assignment.

If the Company elects to replace an employee who is on vacation, it may assign that work to the senior full-time employee available, or to a casual employee, pursuant to Article 22, Section B.

ARTICLE 29. HOLIDAYS

The following paid holidays shall be observed for part-time employees on the seniority list on the date of ratification of this Agreement and all full-time employees:

- New Year's Day
- Employee's Birthday
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

Four (4) personal holidays to be agreed upon by the Employer and the Employee at least three (3) work days in advance, provided that the Employer shall not be required to permit more than one (1) employee to select any single day as a personal holiday. Personal holidays must be used before the end of the calendar year or they will be forfeited.

Each regular employee shall be paid eight (8) hours' pay for said holiday if he works or is available for work on his regularly scheduled work days immediately preceding and following said holiday.

When a holiday falls within the period of an employee's vacation, such holiday or holidays shall be added to the vacation period with pay.

All work performed on a holiday shall be paid for at the rate of time and one-half (1 ½) in

addition to regular holiday pay.

New part-time employees shall receive paid holidays prorated based on the average number of hours worked in the two weeks before the holiday. They will not receive any vacation or paid sick days.

ARTICLE 30. SICK LEAVE

Sick leave may be used by non-probationary full-time unit employees actively at work during absence caused by a non-work related injury or illness.

Eligible employees are eligible to use accumulated sick leave hours after completion of the probationary period. Full-time employees shall be credited 72 sick leave hours on January 1 of each year. Unused sick leave may be accumulated into a bank, to a maximum of one hundred and sixty (160) hours. All unused sick leave from the preceding contract year(s), over and above the one hundred and sixty (160) hours shall be paid out to eligible employees two (2) weeks prior to Christmas. Employees who do not have more than 160 hours accumulated in their sick leave bank by December of each year are ineligible to participate in this sick leave buy-back program, and only hours in excess of the 160 cap will be bought back. Sick leave shall be paid from the first day of illness.

Terminated employees will not be paid for unused sick leave.

ARTICLE 31. UNIFORMS

If shoes are not available through the Company's standard procurement program, management will provide written authorization to the employee to purchase work shoes on their own at a cost not to exceed \$100.

ARTICLE 32. BARGAINING UNIT WORK

Bargaining unit employees shall perform the loading and unloading of the airplane(s) at the Ft. Lauderdale terminal, and any deliveries in the Miami airport operations area that require a SIDA badge that are currently performed daily. They shall transport misroutes between terminals (current as well as future ones in Dade and Broward Counties). Bargaining unit personnel shall not perform work outside of Dade and Broward Counties and shall not handle any runs that go out of Dade or Broward Counties. They shall perform the dockwork they presently perform at the Miami terminals, and at the Fort Lauderdale and Miramar terminals they shall push the loaded containers between the ramp and the belt, deposit empty containers in an orderly manner in the warehouse, and in the p.m., unload freight from the owner operator vehicles to the belt, sort the freight, reweigh, and load containers.

Bargaining unit employees shall perform all shuttle work between terminals in Dade and Broward Counties (including the Miami Gateway) with the exception of the following work, which the Company has the right to contract out to outside trucking companies:

1. Mid-day run from MIAGW to FLL for late cleared material
2. PM run from FLL to MIAGW with Miami Gateway Transfer Material (non ILN International)
3. 1 PM round trip run (MIAGW - FLL - MIAGW) with day sort materials (Monday through Sunday)
4. Mid-day run from MIAGW to MMR for late cleared material
5. PM run from MMR to MIAGW with Miami Gateway Transfer Material (non ILN International)
6. PM round tip run (MIAGW - MMR - MIAGW) with day sort materials (Monday through Sunday)

Nothing contained herein, however, shall preclude the Employer, for legitimate operational considerations (the determination of which shall be the exclusive function of the Company) from rerouting freight, planes, line haul trucks and/or other means of transportation, which regularly and customarily were handled and/or arrived at the Dade and Broward County terminals with shipments that were unloaded, loaded or otherwise processed by unit personnel, to bypass the Dade and/or Broward County terminals altogether and proceed directly to any other DHL facility within the DHL global network. Such rerouting, with its resultant diversion of shipments, shall not constitute or, in any way, be deemed to constitute a violation of any of the provisions of this Agreement.

ARTICLE 33. SUBCONTRACTING

Article 4 of the Pick-Up and Delivery Operational Supplement applies herein, with the following additional provision:

Provided however, owner operators shall be used in the a.m. Miami operation to open the express pack bags, sort the express packs, remove freight from the belt and load their own vehicles, and in the a.m. Fort Lauderdale operation to remove the freight from the containers, place the freight on the belt, sort the freight and load the freight from the belt to their vehicles.

ARTICLE 34. HEALTH AND WELFARE

In accordance with the PU & D 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]

With the additional routes added to the bargaining unit jurisdiction in the tentative agreement reached by the parties on December 21, 2007, there are certain DHL employees that will be added to the Central States, Southeast and Southwest Areas Health and Welfare Fund. As of the date of ratification, the following employees will begin to receive benefits under the Central States plan:

[INSERT EMPLOYEE NAMES]

ARTICLE 35. PENSIONS

In accordance with the PU & D 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 36. SAVINGS AND RETIREMENT PLAN

In accordance with the PU & D 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 37. SCOPE OF BARGAINING

A. The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement (as used in this Article, "this Agreement" shall mean the National Agreement, Operational Supplement and Local Rider), each party had and exercised the unlimited right and opportunity to make demands and proposals with respect to any and all lawful and proper subjects of collective bargaining. This Agreement fully and completely incorporates all such understandings and agreements between the parties and supersedes all prior agreements, understandings and past practices, oral or written, express or implied. Accordingly, this Agreement alone, shall govern the entire relationship between the parties and shall be the sole source of any and all rights which may be asserted in arbitration hereunder or otherwise.

B. The Employer and the Union, for the duration of this Agreement, voluntarily and unqualifiedly waive any and all rights to negotiate, discuss or bargain collectively with respect to any and all matters referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

C. It is agreed the Employer is allowed to make and implement reasonable rules, regulations, policies and procedures which do not contradict or modify this Agreement.

D. Any new rules, regulations, policies and procedures must be posted on the bulletin board at least fourteen (14) calendar days prior to the implementation of such. The Employer shall send a copy of any such new rule, regulation, policy or procedure to the Union by certified mail seven (7) calendar days prior to posting.

ARTICLE 38. LEAVE OF ABSENCE

Any employee desiring leave of absence from his employment shall secure written permission from both the Union and Employer (permission may be withheld by the Employer at its discretion). The maximum leave of absence shall be for thirty (30) days and may be extended for like periods. Permission in writing for same must be secured from both the 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 employees involved. The employee must make suitable arrangements for continuation of Health and Welfare payments before the leave may be approved by either the Union or the Employer.

ARTICLE 39. FUNERAL LEAVE

The parties recognize and understand that this provision on funeral leave is intended to supplant the funeral leave provisions found in the Article 25, Section 3 of the National Agreement.

In the event of death of a member of the immediate family of a regular full-time employee, the Employer will grant as an excused absence such time as may reasonably be needed (not to exceed three (3) days) in connection therewith except spouses and then not to exceed five (5) days. Any of the employee's regularly scheduled hours that such employee is absent shall be paid at the employee's regular straight time hourly rate.

For the purpose of determining the foregoing benefits, the "immediate family" shall consist of an employee's spouse, father, mother, mother-in-law, father-in-law, brother, sister, children, grandfather, grandmother, stepfather, stepmother, and stepchildren. It is understood that it shall be the employee's responsibility to furnish the Employer satisfactory proof of death if required.

ARTICLE 40. TERMINATION

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 _____.

EMPLOYER

UNION

DHL EXPRESS

IBT LOCAL 769

Representative

Representative
