

**Local 822 Office Clerical Local Rider
Effective
April 1, 2008 to March 31, 2013**

ARTICLE 21. RECOGNITION

This Agreement is entered into by and between DHL EXPRESS (USA), INC. (hereinafter the “Company”, “Employer” or “DHL”), the TEAMSTERS DHL NATIONAL NEGOTIATING COMMITTEE (hereinafter “TDHLNNC”), and LOCAL UNION 822, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS (hereinafter “Union” or “Local 822”) covering all office clerical employees in Virginia Beach, Virginia. 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 Local 822 and approved in writing by the National Union Committee as provided in the National Agreement (Article 2, Scope of Agreement, Section 1, Scope and Approval of Local Supplements).

Once this Local Rider becomes effective, it (together with the National Agreement and Operational Supplement) shall supersede, cancel and replace in its entirety the pre-existing collective bargaining agreement between the parties for the affected office clerical employees represented by Local 822.

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. JOB BIDDING AND FILLING OF VACANCIES

Annual bids for permanent jobs will be posted by shift, starting time and departments in each terminal. A permanent job is defined as one that has been in existence for thirty (30) consecutive working days. Bids will be posted the first Monday of January in each year or at other times as dictated as operational needs warrant. Bids will be posted for two (2) weeks and then once completed the Employer will give the employees one (1) week before the effective date. Employer agrees to recognize seniority in each terminal or department for making promotions and granting overtime.

To fill permanent vacancies, the Employer agrees to post notice of such position for one (1) week. Employees shall have the right to bid into the posted position and shall be awarded to the most senior employee electing to bid into the position based on the qualifications outlined by the Employer.

The employee who successfully bids into the vacancy or the promotion shall be given a fair trial period not to exceed thirty (30) days at the then current rate of the job bid into. 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 position vacated by him.

ARTICLE 23. USE OF AND PERFORMANCE OF BARGAINING UNIT WORK BY PERSONNEL OTHER THAN FULL-TIME SENIORITY EMPLOYEES

Bargaining unit work shall be performed solely by bargaining unit employees, provided they are available. Supervisors may perform bargaining unit work only in cases of 1) Absenteeism, provided available employee(s) have been offered the work in order of seniority, 2) Tardiness (until the bargaining unit reports to work and is caught up with his/her assigned duties, 3) Abnormal fluctuations in volume, due to a sudden & unanticipated increase in work volume, 4) Emergencies as defined as "Act of God", or other business delays due to equipment malfunction, 5) Training.

Saturday work will continue to be performed by supervisors.

ARTICLE 24. SICK LEAVE

Section 1. Sick Leave Annual Benefit

Part-time employees hired on or before the date of ratification of this Agreement and all full-time employees shall be credited with five (5) sick days per year. Sick leave not used by March 31 of any contract year will be paid on the next regular pay period following March 31 at the applicable hourly rate in existence on that date. Each day of sick leave will be paid for on the basis of eight (8) hours' straight-time pay at the applicable hourly rate.

Section 2. Sick Leave Utilization

Sick leave may be used by employees actively at work during absence caused by a non-work related injury or illness, for medical, dental or vision care appointments, or during the waiting period for a work-related injury or illness. Sick leave may be used in any manner authorized by and consistent with federal and/or state law.

ARTICLE 25. SENIORITY, LAYOFF & RECALL

Section 1. Definition

Seniority rights for employees shall prevail wherever specifically noted in this agreement.

Section 2. Probationary Period

- A. Definition.** All newly hired employees within any unit covered by this Agreement, and any Local Supplement thereto, shall be subject to a probationary period for thirty (30) working days, commencing with the first day on which the probationary employee regularly performs work for the Employer as a regular full-time or part-time employee. Days lost from work for any reason during the

probationary period shall not be considered in computing such time period. The Employer, Employee and the Union may agree in writing to a thirty (30) calendar day extension of the probationary period for new employees.

- B. Seniority.** Seniority shall not accrue during the probationary period. Upon successful completion of the probationary period, however, an employee's seniority shall relate back to and be calculated from his/her date of beginning work within the unit covered by this Agreement.
- C. Discharge.** At any time during the probationary period, the Employer may layoff, discharge or discipline probationary employees and such action shall not be subject to the grievance and arbitration procedures of this Agreement. Upon attainment of seniority status, an employee's record shall be clear.
- D. Benefits Eligibility.** Unless otherwise provided, probationary employees shall not be entitled to fringe benefits set forth in this Agreement during their period of probationary employment and there shall be no retroactive payment for the same upon the successful completion of such period. Such probationary employees, however, shall be paid the contractual minimum wage rate for the classification in which they are placed. In those areas where Health, Welfare and Pension funds require payment then Employer shall make the necessary contributions.

Section 3. Layoffs.

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

ARTICLE 26. HOURS OF WORK, WORK DAY, WORK WEEK, OVERTIME, AND SCHEDULING

A. Hours of Work.

The guaranteed scheduled work day shall be seven (7) hours per day for two (2) full-time employees and three (3) hours per day for two (2) part-time employees. One and one-half (1-1/2) times the regular hourly rate shall be paid for all work performed after eight (8) hours on a daily basis.

In the event the operation is disrupted by an occurrence which is beyond the control of the Employer, and which causes a temporary decline of work at the terminal, then the company shall attempt to notify the affected employee(s) one (1) hour prior to his/her shift start in order to cancel the daily guarantee. If the Employer fails to do so and the

employee reports to work, then the employee shall receive their respective daily hourly guarantee.

B. Scheduling

Work shall be scheduled for five (5) consecutive days between Monday and Friday.

There shall be no forced split shifts for full-time or part-time employees.

Starting times and shifts will be defined by the Employer as operationally necessary and may be changed by one (1) hour either way without bidding. Any changes to shift start times in excess of one (1) hour after annual bid will require a re-bid of the affected shift(s).

Laid off bargaining unit employees will be used as replacement for an absent full-time or part-time employee. Such employees will be guaranteed the hours of the person being replaced in addition to their regular scheduled hours, if applicable.

C. Assignment of Overtime

All overtime will be assigned on an “offer senior-force junior” basis as much as practical.

It is agreed by both parties to this Agreement that the nature of this air freight business creates unanticipated last minute demands for service; therefore, acceptance of reasonable overtime is required.

In the assignment of overtime of three (3) hours or less, the Employer will give the employee one (1) hour notice prior to the end of his or her shift, except in case of emergency.

ARTICLE 27. WAGES

Current employees shall receive the following wage increases as indicated.

	4/1/2008	10/1/2008	4/1/2009	4/1/2010	4/1/2011	10/1/2011	4/1/2012	10/1/2012
Michelle Evans	\$ 17.83	\$ 18.18	\$ 18.58	\$ 19.03	\$ 19.43	\$ 19.88	\$ 20.33	\$ 20.83
Robert Lett	\$ 17.75	\$ 18.10	\$ 18.50	\$ 18.95	\$ 19.35	\$ 19.80	\$ 20.25	\$ 20.75
Joyce Shea	\$ 12.35		\$ 12.55	\$ 12.775	\$ 13.200		\$ 13.675	
Veronica Dance	\$ 12.35		\$ 12.55	\$ 12.775	\$ 13.200		\$ 13.675	

New hire part-time wage scale will be as follows:

Ratification	\$12.00
12 mos	\$12.20
24 mos	\$12.425

36 mos \$12.85
48 mos \$13.325

ARTICLE 28. HEALTH & WELFARE AND PENSION

In accordance with the Office Clerical Operational Supplement, the Company will continue to participate in the current health plans and 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.

ARTICLE 29. VACATIONS

Part-time employees employed on or before the date of ratification of this Agreement and all full-time employees are eligible for vacation as follows:

<u>Length of Employment</u>	<u>Vacation Weeks Per Year</u>
After 6 months	1 week
After 1 year	1 week
After 2 years	2 weeks
After 5 years	3 weeks
After 15 years	4 weeks
After 20 years	5 weeks

A vacation week is based on regularly scheduled weekly hours. For example, full-time employees vacation week is based on 40 hours. A part-time employee hired on or before the date of ratification of this Agreement and who is regularly scheduled to work 30 hours per week would have a vacation week based on 30 hours.

Vacation Accrual

You accrue vacation at the end of each month in which you have been compensated for at least 2 weeks worth of scheduled weekly hours.

For example if you are regularly scheduled for 30 hrs/week, you would have to receive at least 60 hours of pay from the Company during the month in order to receive your accrual. (Pay for regular hours, overtime hours and other hours including holidays, vacations, sick leave, funeral leave and military leave count towards this accrual.)

Accrued vacation becomes earned (i.e., available for use) on your anniversary date. You may not take vacation time before it is earned.

Your vacation anniversary date is: the month/day of your hire date or the month/day of the date you became a full-time or part-time employee. For example:

If you were hired into a regularly scheduled full-time or part-time position on March 12th, your anniversary date for vacation purposes is March 12th each year.

If you were hired into a temporary or special project worker position on March 12th and later moved into a regularly scheduled full-time job on April 4th, your anniversary date for vacation purposes is April 4th each year.

After your 2nd anniversary, vacation must be used within 12 months of each anniversary date; it cannot be carried over from one anniversary year to the next.

Vacation Accrual Chart

Scheduled	6 Months (1 x scheduled hours/week)	1 Year (1 x scheduled hours/week)	2 Years (2 x scheduled hours/week)	5 Years (3 x scheduled hours/week)	15 Years (4 x scheduled hours/week)	20 Years (5 x scheduled hours/week)
Hours/Week	Vacation Hours Accrued per Month					
20	3.33	3.33	3.33	5.0	6.66	8.33
21	3.5	3.5	3.5	5.25	7.0	8.75
22	3.66	3.66	3.66	5.5	7.33	9.16
23	3.83	3.83	3.83	5.75	7.66	9.58
24	4.0	4.0	4.0	6.0	8.0	10.0
25	4.16	4.16	4.16	6.25	8.33	10.42
26	4.33	4.33	4.33	6.5	8.66	10.83
27	4.5	4.5	4.5	6.75	9.0	11.25
28	4.66	4.66	4.66	7.0	9.33	11.66
29	4.83	4.83	4.83	7.25	9.66	12.08
30	5.0	5.0	5.0	7.5	10.0	12.5
31	5.16	5.16	5.16	7.75	10.33	12.92
32	5.33	5.33	5.33	8.0	10.66	13.33
33	5.5	5.5	5.5	8.25	11.0	13.75
34	5.66	5.66	5.66	8.5	11.33	14.17
35	5.83	5.83	5.83	8.75	11.66	14.58

36	6.0	6.0	6.0	9.0	12.0	15.0
37	6.16	6.16	6.16	9.25	12.33	15.42
38	6.33	6.33	6.33	9.5	12.66	15.83
39	6.5	6.5	6.5	9.75	13.0	16.25
40	6.66	6.66	6.66	10.0	13.33	16.66

ARTICLE 30. HOLIDAYS

All holidays shall be based on the Company Policy as outline in the Employee Benefits Manual.

Part-time employees hired after the date of ratification of this Agreement shall receive paid holidays prorated based on the average number of hours worked in the two weeks before the holiday and will not receive any vacation or paid sick leave.

ARTICLE 31. 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. 822 affiliated with the International Brotherhood of Teamsters

BY _____

BY _____

TITLE

TITLE