

Central

Central Region Pickup and Delivery (DHL- Tentative Agreement)

For the Period of April 1, 2008 Through March 31, 2013

in the following territory: Michigan, Ohio, Indiana, Illinois, Wisconsin, Minnesota, Iowa, Missouri, North Dakota, South Dakota, Nebraska, Kansas, Kentucky and West Virginia.

covering:

The parties reserve the right to correct inadvertent errors and omissions.

DHL Express, hereinafter referred to as the "Employer," and the Teamsters DHL National Negotiating Committee ("TDHLNNC"), CENTRAL REGION OF TEAMSTERS AND LOCAL UNION NOS. 100, 135, 299, 364, 407, and 600, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the "Union," agree to be bound by the terms and provisions of this Local Supplement. This Local Supplement Agreement is supplemental to and becomes a part of the DHL National Agreement, hereinafter referred to as the "National Agreement" for the period commencing April 1, 2008. Questions arising out of alleged conflicts between the Master agreement and this Local Supplement agreement shall be submitted directly to the National Grievance Committee.

ARTICLE 22. PROBATIONARY EMPLOYEES

Section 1. Probationary Employees

A probationary employee who is terminated by the Employer during the probationary period and is then worked again at any time during the next full twelve (12) months at any of that Employer's locations within the jurisdiction of the Local Union covering the terminal where he first worked, except in those jurisdictions where the Local Union maintains a hiring hall or referral system, shall be added to the regular seniority list with a seniority date as of the date that person is subsequently worked.

Probationary employees shall be paid at the new hire rate of pay during the probationary period; however, if the employee is terminated by the Employer during such period, he shall be compensated at the full contract rate of pay in effect at the

time of termination for all hours worked retroactive to the first (1st) day worked in such period, and the Employer shall likewise pay the appropriate pension contributions for all days worked by the terminated employee.

Section 2. Work Assignments

The Employer agrees to respect the jurisdictional rules of the Union and shall not direct or require their employees or persons other than the employees in the bargaining units here involved, to perform work which is recognized as the work of the employees in said units except as expressly permitted in this agreement.

ARTICLE 23. ABSENCE

Section 1. Leave of Absence

Any employee desiring leave of absence from employment shall secure written permission from both the Union and the Employer. The maximum leave of absence shall be for ninety (90) days and may be extended for like periods. Permission for extension must be secured from both the Local Union and the Employer. During the period of absence, the employee shall not engage in gainful employment in the same industry. Failure to comply with this provision shall result in the complete loss of seniority rights for the employees involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights. The employee must make suitable arrangements for continuation of health & welfare and pension payments before the leave may be approved by either the Local Union or the Employer.

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Employees who lose their driving privileges for off-duty traffic violations reported in accordance with the provisions of Article 23 of the National Agreement (“Special Licenses and Drug/Alcohol Testing”) shall, upon written request, be granted a leave of absence in accordance with provisions of this Article and Section, until such time as driving privileges have been reinstated.

Section 2. Alcoholism/Drug Use

An employee shall be permitted to take a leave of absence for the purpose of undergoing treatment pursuant to an approved program for alcoholism and/or drug use. 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 Addenda except the continued accrual of seniority, nor does this provision amend or alter the disciplinary provisions.

Section 3.

Employees who lose their driving privileges for off-duty traffic violations and for reasons other than those for which the employee can be discharged by the Employer and who promptly notify the Employer of such loss of privileges in writing shall, upon written request, be granted a leave of absence without loss of seniority not to exceed three (3) years until such time as driving privileges have been reinstated. The Employee will be given work opportunities ahead of casuals to perform non-driving job functions.

ARTICLE 24. UNION LEAVE

Any employee, member of the Union, acting in any official capacity whatsoever shall not be discriminated against for his/her acts as such officer of the Union so long as such acts do not interfere with the conduct of the Employer’s business, nor shall there be any discrimination against any employee because of Union membership or activities.

A Union member elected or appointed to serve as a Union official shall be granted a leave of absence during the period of such employment, without discrimination or loss of seniority rights, and without pay.

ARTICLE 25. SENIORITY

Section 1. Seniority Application

For purposes of layoff and recall of employees covered by the Central Region Pick-up and Delivery Local Supplement, master seniority within each Local Union shall control.

Section 2. Equipment Purchase

The Employer shall not require, as a condition of continued

employment, that an employee purchase truck, tractor, and/or tractor and trailer or other vehicular equipment or that any employee purchase or assume any proprietary interest or other obligation in the business.

Section 3. Retirement

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

ARTICLE 26. FRINGE BENEFIT DELINQUENCY

Notwithstanding anything herein contained, it is agreed that in the event the Employer is delinquent at the end of a period in the payment of his contribution to the Health & Welfare or Pension Fund or Funds created under this Agreement, in accordance with the rules and regulations of the Trustees of such Funds, after the proper official of the Local Union has given seventy-two (72) hours’ notice to the Employer of such delinquency in health & welfare and pension payments, the Local Union or Regions, shall have the right to take such economic (including strike) action as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employers shall be responsible to the employees for losses resulting therefrom. This provision shall be interpreted in a manner consistent with Article 7, Section 12 of the National Agreement.

ARTICLE 27. DISCIPLINE

For purposes of the Central Region Pick-Up and Delivery Local Supplement, “cardinal infractions” shall be as follows: proven dishonesty (extension of a coffee break or lunch period for a minimal amount of time shall not be considered dishonesty, per se, and will require at least one (1) warning notice prior to suspension or discharge); drunkenness which may be verified by an alcohol or drug test (refusal to take an alcohol or drug test shall establish a presumption of drunkenness); drug intoxication as provided in Article 23 of the National Agreement (“Special Licences and Drug/Alcohol Testing”); the possession of controlled substances and/or drugs either while on duty or on company property; recklessness resulting in a serious accident while on duty; carrying of unauthorized passengers; failure to report any accident of which the employee is aware; failure to meet the minimum requirements for safe driving under Paragraph 391.25 of the Motor Carrier Safety Regulations issued by the Department of Transportation; unprovoked physical assault on a company supervisor while on duty or on company property; that an employee has intentionally committed malicious damage to the Employer’s equipment or property; that an employee has intentionally abandoned his equipment; and proven sexual harassment.

ARTICLE 28. MEAL PERIOD

Employees shall, unless mutually agreed otherwise, take one (1) continuous thirty (30) minute lunch period in any one (1)

day. No employee shall be compelled to take any part of such continuous meal before he has been on duty four (4) hours or after he has been on duty six (6) hours. An employee, required to work during the two (2) hour period set forth above without, lunch shall receive his regular hourly rate of pay for such lunch period, in addition to the applicable contractual pay provision, but this revision shall not apply if the employee elects to take a lunch period before the fourth (4th) or after the sixth (6th) hour. Meal period shall not be compulsory at stops where the driver is responsible for equipment or cargo, nor shall meal period be compulsory when or where there is no accessible eating place.

ARTICLE 29. PAY PERIOD

All regular and all other employees covered by this Agreement shall be paid in full each week. Not more than one (1) week's pay shall be held on an employee. The Union and Employer may by mutual agreement provide for semimonthly pay periods. Each employee shall be provided with an itemized statement of gross earnings and an itemized statement of all deductions made for any purpose. Verified payroll mistakes of fifty dollars (\$50.00) or more will be paid on the next business day if requested by the employee. Verified payroll mistakes of fifty dollars (\$50.00) or more will be paid to the employee on the next business day after reporting the shortage.

The National Grievance Committee upon application by the Employer may waive the provision of this Article upon a satisfactory showing of necessity by the Employer.

ARTICLE 30. PAID-FOR TIME

Section 1. General

All employees covered by this Agreement shall be paid for all time spent in service of the Employer. Rates of pay provided for by this Agreement shall be minimums. Time shall be computed from the time that the employee is ordered to report for work and registers in, until he is effectively released from duty. All time lost due to delays as a result of overloads or certificate violations involving federal, state, or city regulations, which occur through no fault of the driver, shall be paid for.

Section 2. Call-in Time

Employees called to work shall be allowed sufficient time, without pay, to get to the garage or terminal and shall draw full pay from the time they report or register in as ordered. All employees shall have a reporting time for duty which shall be designated at the end of the preceding workday or as otherwise set forth in bidding and scheduling provisions. If called and not put to work, regular employees shall be guaranteed six (6) hours' pay at the rate specified in this Agreement for their classification of work. If such full-time employee is put to work, he shall be guaranteed a minimum of eight (8) hours' pay. Casuals shall be guaranteed four (4) hours' pay at the

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applicable rate of pay if called and not put to work, and shall be guaranteed a minimum of six (6) hours' pay if put to work.

ARTICLE 31. VACATIONS

Section 1.

All full-time employees and part-time employees on the seniority list on April 1, 2008, covered by this Agreement who have worked sixty percent (60%) or more of the total working days during any twelve (12) month period shall receive vacations and vacation pay as follows:

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

Vacations: Full-Time Employees

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

Section 2.

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

Time lost due to sickness or injury shall be considered as days worked.

Section 3.

All vacation earned must be taken by employees and no employee shall be entitled to vacation pay in lieu of vacation except, however, any employee who has quit, retired, been discharged, or laid off before he has worked his sixty percent (60%), shall be entitled to the vacation pay earned on a pro rata basis provided he has worked his first (1st) full year, and further provided that if mutually agreed between the Employer and the employee, the employee shall either take the fourth

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(4th) and fifth (5th) weeks of vacation or shall take only three (3) weeks and receive compensation for the fourth (4th) and/or fifth (5th) week of vacation.

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

Section 4.

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

Section 5.

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

Section 6.

The employer must allow a minimum of ten percent (10%) of the active employees to be on vacation each day of the year. Each employee may split two (2) weeks of their earned vacation into a maximum of ten (10) calendar days. The employee must give a minimum of forty-eight (48) hours notice to the company in order to utilize this provision. When the employee takes the first (1st) day of such vacation one (1) day at a time, he will be paid for a full weeks vacation, except however if the employee makes a written request at the time of scheduling such one (1) day vacation he will be paid for such days with his 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%). There will be a maximum of ten percent (10%) of the active employees allowed off on any day including any alternate day selected by an employee.

Full week vacations have preference over single day vacations during the sign-up period agreed to by each Local Union. Any changes granted after the sign-up period will be on a first come, first serve basis.

Section 7.

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

Section 8.

All days worked for the Employer shall count as time worked

for vacation purposes, including days worked out of classification; however, vacation pay shall be computed on a pro rata basis.

ARTICLE 32. HOLIDAYS

The following named holidays shall be paid for at the rate of eight (8) hours pay for full-time employees for the holiday even when not worked and regardless of the day of the week on which it falls in addition to any monies the employee may earn on such holidays: New Years' Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, December 24th, Christmas, the employee's birthday and a personal holiday.

Regular road drivers performing work on the holidays stated above shall be paid a total of four (4) straight-time hours, in addition to holiday pay, except in no event shall the application of this provision provide for more than a total of twelve (12) straight-time hours of holiday pay.

When an employee's birthday and a personal day holiday falls on birthday of the scheduled workweek other than the first (1st) and last day, and outside of employee's scheduled workweek, such employee may, at his option, take such holiday on the day of the week that it falls and select the last day of his scheduled workweek in which such holiday falls on the first day of such employee's next scheduled workweek as their birthday and/or personal day holiday for purposes of having a long weekend. If the employee opts for a long weekend, he/she shall give the employer seven (7) calendar days written notice of the date so selected and such employee shall not be eligible for work calls during the period of such long workweek.

Part-time employees added to the seniority list after April 1, 2008, shall receive paid holidays pro-rated based on the average number of hours worked in the two (2) weeks before the holiday.

ARTICLE 33. FUNERAL LEAVE

Non-probationary regular full-time employees shall be granted up to three (3) days of paid leave at regular straight-time rates of pay as compensation for actual work days lost due to the death of a member of the employee's "immediate family", as defined herein, provided that the employee attends the funeral or memorial service. One (1) day of paid leave at regular straight time rates of pay shall be provided for an actual work day lost to attend the funeral or memorial service for a member of the "extended family", as defined herein.

"Immediate family", as used herein, shall include: current spouse, domestic partner, mother, father, sister, brother, child, step-child (providing persons in such relationship were raised in the same home and have continued an active family relationship), mother-in-law, or father-in-law.

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“Extended family” as used herein shall include step-parents, sister-in-law, brother-in-law, step-sisters, step-brothers, grandparents, grandchildren, step-grandparents, step- grandchildren and legal guardian relationships.

All such bereavement leave must be taken within seven (7) calendar days after the death, or it is waived.

Should an employee require additional time off from work in connection with the death, the employee may request to use floating holidays or vacation time. Such requests shall not unreasonably be withheld.

A death certificate or other proof of death shall be submitted to the Employer, upon request.

An employee shall not be entitled to bereavement leave if, at the time of death, the employee is on a vacation, holiday, or any other leave of absence, layoff, workers compensation or otherwise is not actively at work for the Employer.

ARTICLE 34. HEALTH AND WELFARE BENEFITS

In accordance with the PU & D Operational Supplement, the Company will continue to participate in the current health plans and will contribute 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. PENSIONS

In accordance with the PU & D Operational Supplement, the Company will continue to participate in the current pension plans and will contribute 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. RAIN GEAR, APRONS, GLOVES, & YARD LIGHTS

Terminal yardmen and hostlers shall be provided with rain gear including rubber gloves. Any employee physically handling, in substantial quantities, hides, creosoted items, spun glass, lamp black, barbed wire or acids, shall be provided with rubber or leather aprons and gloves.

Employees handling toxic material shall also be furnished with respirator masks and rubber gloves. Employees working in or around posted areas of aircraft shall be furnished with protective ear devices.

Employee may be compelled to use equipment other than his Employer's, provided that an employee will not be compelled to use unsafe equipment of another employer.

The Employer shall provide adequate yard lighting at all terminals in accordance with the Industrial Code in the area.

ARTICLE 37. WAGES

1. The following increases for full-time employees shall take effect on the dates shown:

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

2. The following increases for part-time employees on the seniority list as of April 1, 2008, shall take effect on the dates shown:

Effective April 1, 2008	35 cents per hour
Effective April 1, 2009	20 cents per hour
Effective April 1, 2010	22.5 cents per hour
Effective April 1, 2011	42.5 cents per hour
Effective April 1, 2012	47.5 cents per hour

3. Rates of pay for part-time employees hired after April 1, 2008, shall be as follows:

(a) If the new part-time employee is required by law or trust agreement to have health and welfare and/or pension benefit contributions, the following wage progression applies:

New Hire	\$10.00/hour
After 12 months	\$10.20/hour
After 24 months	\$10.425/hour
After 36 months	\$10.85/hour
After 48 months	\$11.325/hour

(b) If the new part-time employee is not required to have health and welfare and pension benefit contributions, the following wage progression applies:

New Hire	\$12.00/hour
After 12 months	\$12.20/hour
After 24 months	\$12.425/hour
After 36 months	\$12.85/hour
After 48 months	\$13.325/hour

ARTICLE 38. WORKDAY AND WORKWEEK**Section 1.**

Start times and classifications will be posted for bid. Ten percent (10%) positions will be subject to bid by seniority to the entire seniority list subject to qualifications. Ten percent (10%) employees will be subject to all terms and conditions of

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the ten percent (10%) non-guaranteed bid position. It is agreed that the forty (40) hour workweek need not apply to ten percent (10%) of the regular employees with a minimum of one (1), other than red-circled employees.

The order of call for Saturday and Sunday work shall be as set forth in Article 14, Section 1 ("Hours of Work, Work Day, Work Week, Overtime, and Scheduling") of the PU&D Operational Supplement.

However, a regular employee who does not report as scheduled, except in the case of an on-the-job injury, bona-fide illness or accident, jury duty, or attendance at a funeral compensable under provisions of this contract, shall have broken his/her weekly guarantee and shall be eligible for Saturday, Sunday and holiday work only after utilization of those regular junior employees who have worked their scheduled workweek.

Utilization of part-time employees will not be effected by the provisions of this Section.

Section 2.

When possible, the Employer will set up ten percent (10%) employees by seniority order for available vacancies the following week by the end of their shift the preceeding Friday. Daily vacancies will be offered by seniority order either the day preceeding when possible or when available.

Ten percent (10%) employees must make themselves available any five (5) days Monday through Friday or the equivalency of forty (40) hours from 4:00 a.m. until 11:00 a.m.

Any employee that may not have a telephone would be required to call his supervision staff at 8:00 a.m. and 10:00 a.m. for possible work opportunity.

Section 3.

Proper order of call will be in compliance with the Pick-up and Delivery Operational Supplement. Any work opportunity calls must be verifiable.

Section 4. Work in Other Classifications

When an employee is requested to do work in a higher rate classification, he shall receive the higher rate of pay for the entire day in which such work is performed. When an employee is requested to work in a lower rate classification, he shall receive his regular rate of pay for all such lower rate work performed.

Section 5.

In the event the Employers under the jurisdiction of the Local Union party hereto should contract work under the jurisdiction of another Local Union, or if employees work under another agreement between the Employer and the Local Union, and the rate of pay established by such other Local Union or

agreement is higher than the rate of pay prevailing in this Agreement, the higher rate of pay shall prevail for such work actually performed.

ARTICLE 39. SICK LEAVE

Effective April 1, 2008, and thereafter all full-time employees and part-time employees on the seniority list on April 1, 2008, shall receive five (5) days of sick leave per contract year.

Sick leave not used by March 31st of any contract year will be paid on March 31st at the applicable hourly rate in existence on that date. Each day of sick leave shall be paid for on the basis of eight (8) hours straight-time pay at the applicable hourly rate.

Sick leave will be paid to eligible employees beginning on the first (1st) 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.

ARTICLE 40. WORKERS COMPENSATION

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

ARTICLE 41. PARKING TICKETS

The Employer shall pay for all parking tickets reasonably incurred by employees in the performance of work duties.

ARTICLE 42. SPECIAL LICENSES, IDENTIFICATION, AND PASSES

Refer to Article 23 of the National Agreement ("Special Licenses and Drug/Alcohol Testing").

ARTICLE 43. FLIGHT PRIVILEGES

If the Employer offers flight privileges to employees those privileges shall be consistent and made available to bargaining unit employees covered by this Agreement.

Employees who use such privileges shall follow all of the Company's and the carrier's rules and restrictions, including dress, amount of luggage, behavior and conduct. Any employee who violates this policy shall have his/her privileges revoked. Any such revocation of these privileges are not subject to the Grievance Procedure.

ARTICLE 44. GARAGE EMPLOYEES

The garage employees covered by this provision are listed in Appendix A to the National Agreement.

Section 1. Wages

Any employee in any classification receiving a higher rate

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than the minimum rate for that classification shall receive the full increase granted in this contract.

A night shift differential of five cents (\$0.05) per hour above the employee's established rate of pay shall be paid to all employees whose regularly scheduled starting time is 11:00 a.m. or between 11:00 a.m. and 6:00 a.m.

Section 2. Hours of Employment And Weekly Guarantee

The standard guaranteed work week shall be forty (40) hours per week, and the standard guaranteed work day shall be eight (8) hours per day (exclusive of one-half (1/2) hour lunch period). However, a regular employee who does not report as scheduled, except in the case of an on-the-job injury, bona fide illness or accident, or attendance at a funeral compensable under Article 25, Section 2 of the National Agreement ("Leaves of Absence – Bereavement/Funeral Leave"), shall have broken his weekly guarantee and shall be eligible for Saturday, Sunday or holiday work only after utilization of those regular junior employees who have worked their scheduled work week. An employee who misses work as a result of a bona fide illness or off-the-job injury must substantiate such bona fide illness or accident by presenting a doctor's certificate to the Employer prior to his scheduled starting time on the day on which he returns to work. This shall apply to brief as well as extended periods of absence.

In case of Acts of God, strikes and work stoppages against the Employer or his shippers, riots and/or civil commotion, the above weekly guarantee shall not apply.

Either guarantee will be reduced by the number of hours that an employee is late or absent.

Work shall be scheduled for five (5) consecutive days: Monday through Friday or Tuesday through Saturday. The Employer shall be allowed up to four (4) employees on the Tuesday through Saturday schedule, with a minimum of one (1) man. Same work week shall be maintained on both shifts. Current weekly working schedules shall be posted. The starting time of employees shall not vary during any calendar week except on Saturday when at the option of the Employer it will be permissible to start a maximum of two (2) hours earlier than the regular starting time.

In any week in which paid holidays fall, the guaranteed work week shall be reduced by eight (8) hours for each such holiday when such holidays fall within the scheduled work week. All hours worked in excess of the hours in the work week so reduced shall be paid at the rate of one and one-half (1 1/2) times the regular rates, provided the holidays fall within the scheduled work week.

Time and one-half (1 1/2) will be paid for all work performed outside the regular schedule of hours. All Sunday and holiday work will be paid for at the rate of double time. The term

"Sunday work" means those hours between 12:00 midnight Saturday and 12:00 midnight Sunday. The term "holiday work" means those hours between 12:00 midnight of the day preceding the holiday and 12:00 midnight of the holiday.

The Company agrees that when employees are required to work a sixth (6th) or seventh (7th) consecutive day or any of the holidays set forth in the Central Regional Pick-up and Delivery Local Supplement, they shall be guaranteed a daily minimum of four (4) hours work.

Any employee covered by this Article, being called back to work after having completed his day's work, will be guaranteed a minimum of two (2) hours work. They shall also be allowed one (1) hours running time. All time to be computed as time and one-half (1 1/2) the regular rate of pay except Sunday and holidays, when it shall be computed at two (2) times the regular rate of pay. However, such employee shall not be compelled to return to work.

Employees called in early and who work through their regular shift, shall not qualify for running time.

The rate of pay of any employee covered by this article but not specifically mentioned in this article, who come under the jurisdiction of the Union, shall be agreed upon between the Employer and the Union.

Section 3. Duties And Qualifications Of Classifications

Leadman

A Leadman shall be defined as an employee who performs work but who directs the activities of other employees without the authority to hire or fire or effectively recommend such action; and/or who is charged with the responsibility of making decisions as to what repairs are necessary. In a one-man shop, an employee otherwise qualified shall be paid the leadman's rate.

Journeyman Mechanic

A Journeyman Mechanic shall be defined as one who has served four (4) years at the trade or any specialized branch thereof, and is qualified to perform the following operations or any specialized branch thereof; maintaining, repairing of trucks, trailers and equipment, dismantling and rebuilding of internal combustion motors, vehicles, chassis and parts thereof including servicing of brakes and/or towing of defective equipment and other road service.

Diesel Mechanic

A Diesel Mechanic shall be defined as a Journeyman who is qualified and regularly works on the internal functions and fuel system of a diesel engine.

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Automotive Electrician

An Automotive Electrician shall be defined-as an employee who is required to overhaul and rebuild distributors, generators, voltage regulators, starters, etc.

Helpers

A Helper shall be defined as-one who assists the Journeyman Mechanic in the performance of their duties but shall not be permitted to make any mechanical repairs except under immediate direction of a Journeyman Mechanic and shall not be permitted to furnish his own tools.

Helpers shall also perform the duties of tireman or greaser.

Equipment Checkers

An Equipment Checker's duties shall consist chiefly of changing tires, spark plugs, making minor brake adjustments and/or minor light repairs, all of which work is being done incidental to the checking of equipment prior to the same being sent out on the road.

Section 4. Seniority

Company garage seniority shall be determined by the time and date each employee's payroll earnings begin, as of his last hire-in date.

Classification seniority shall commence at the time and date each employee's payroll earnings begin in such classification; except, that a leadman shall accumulate seniority in his present and prior classification.

Layoff

In case of layoffs, employees who have more company garage seniority than other employees in the same wage rate group or a lower classification may transfer into these classifications. A laid off employee may exercise company garage seniority to return to work in his same wage group or lower classification other than his regular one, provided that he is qualified to perform the duties of the classification. However, this option shall be waived if the opportunity is offered to the employee and is refused by him. Such waiver shall be in writing with a copy to the Union.

A laid off employee who elects to take a younger employee's job in his same wage rate group or lower classification which he is qualified for shall remain in that classification as long as he has more company seniority than the other employee in that classification and he is not recalled to his regular classification or circumstances provided for in "Bidding Vacancy" below:

a) Bidding

Classification seniority shall prevail for shift preference, job bidding or shift schedule changes. However, where such

seniority right is exercised, the shift or job chosen shall be retained for not less than six (6) months, unless a vacancy occurs, a new position is created, or shift schedules are changed.

When a vacancy occurs, a new position is created, or shift schedules are changed, it shall be posted on the bulletin board for a period of not less than three (3) working days and employees with seniority may bid for such jobs, providing they can show qualification for such job. Such employees shall be given a trial period not to exceed thirty (30) days, and, if qualified, shall remain on such job.

Any overtime work on any shift shall be assigned within the classification and on the shift where it occurs and shall be rotated. Where an employee refuses overtime work in his regular turn, he shall forfeit said turn.

b) Multiple Jobs

No employees covered by this contract may hold regular jobs at more than one place of employment.

c) Probationary Period

A new employee shall work under the provisions of this Agreement but shall be employed only on a sixth (60) day trial basis, during which period he may be discharged without further recourse; provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members. After thirty (30) days, the employee shall be placed on the regular seniority list and shall enjoy all the benefits provided for in the Addendum and/or contract.

In case of discipline within the sixty (60) day period, the Employer shall notify the Local Union in writing. Casual employees shall not come under this provision.

Section 5. Jurisdiction

The Company agrees that all classifications of work contained in this Article come under the jurisdiction of the Teamsters Local Unions and will whenever possible use company employees to perform all of said work within the Company's premises.

Section 6. Tools

Damaged Or Destroyed Tools

The Employer shall be responsible for all employees' tools damaged or destroyed as a result of fire on the Employer's premises, or theft through break-in or illegal entry, unless the Employer has furnished a safe place for the keeping of tools during the time when the garage is closed and the employee has failed to keep his tools therein. An entire inventory of tools is to be maintained by the employee and submitted to the Employer. The Employer shall demand and obtain an inventory of the tools from each mechanic.

Central

Special Tools

The Employer shall furnish special tools, the nature of which shall be resolved by mutual agreement between the Union and the Employer's representative.

During the life of this Agreement, if metric tools become necessary, the Company shall have available one set of one-half (1/2) inch drive ratchet-shallow and deep sockets (16-26 mm) and one set of combination wrenches one quarter (1/4) inch through one and five sixteenth (1 5/16) inch (6-32 mm).

Coveralls

The Employer shall arrange for and assume the cost of uniforms (shirts and pants) or coveralls. All employees shall have one clean uniform or coveralls per day within the forty (40) hour standard guaranteed work week.

Tool Allowance

Effective April 1, 2008, a tool allowance will increase by ten dollars (\$10.00) per month above the allowance then in effect to be paid to all employees in the journeyman classification and above and also advanced apprentice mechanics.

To be eligible for the tool allowance each month, the employee must work at least sixty-five percent (65%) of the scheduled work days in the month.

Since the Employer is granting a tool allowance to all classifications of work within the journeyman classification group and above, it is understood and agreed that the Employer may use employees in those classifications to perform work in lower classifications of the same wage group, irrespective of any past practice.

ARTICLE 45. TERMINATION CLAUSE

The term of this Local Supplement is subject to and controlled by all of the provisions of Article 28 of the National Agreement ("Duration") between the parties hereto.

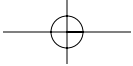
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this _____ day of _____.

COMPANY

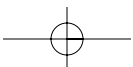
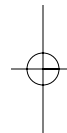
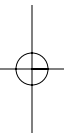
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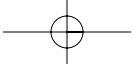
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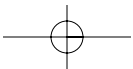
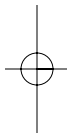
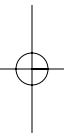


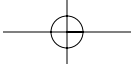
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