

**Local 375 Dock-Clerical Local Rider  
Effective  
April 1, 2008 to March 31, 2013**

## **ARTICLE 1. RECOGNITION**

This Agreement is entered into by and between DHL EXPRESS (USA), INC. (hereinafter the "Company", "Employer" or "DHL") and FREIGHT DRIVERS, HELPERS, DOCKMEN AND ALLIED WORKERS TEAMSTERS LOCAL UNION NO. 375, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS (hereinafter "Union" or "Local 375") covering all dock workers and operations agents of the Employer at its Buffalo, New York facility. This Local Rider is supplemental to and becomes a part of the National DHL Express Agreement, hereinafter referred to as the "National Agreement," the Pickup and Delivery Operational Supplement where applicable, hereinafter referred to as the "PUDOS," and the Office Clerical Operational Supplement where applicable, hereinafter referred to as the "OCOS," for the period commencing April 1, 2008 through March 31, 2013. Except as expressly provided in this Local Rider, the provisions of the PUDOS shall apply to all Dock employees and the provisions of the OCOS shall apply to all Office Clerical employees.

Once this Local Rider becomes effective, it (together with the National Agreement and Operational Supplements) shall supersede, cancel and replace in its entirety the pre-existing collective bargaining agreement between the parties for the affected Dock-Office Clerical employees represented by Local 375.

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 2. VACANCIES**

All full-time vacancies will be posted for a period of three working days indicating the hours or work and days of service, job classification and effective date the vacancy will be filled. Qualified employees desiring such positions shall bid in seniority order in writing with the District Manager. Bids received after the three day period will not be considered. The bid will be posted by noon Wednesday, completed and taken down by noon Friday, finalized by 4:00 p.m. Friday all to be effective the following Monday.

## **ARTICLE 3. NON-UNIT EMPLOYEES**

### **Section 1. Non-Unit Employees**

The Union recognizes that supervisors and non-unit bargaining employees may be required due to the needs of the service to perform work normally performed by members of the bargaining unit, e.g., answering phones or sending FOCUS messages. However, the Company does not intend to have such instances deprive bargaining unit members of

regular work nor for supervisors to be accretions to the bargaining unit. Non-unit employees are prohibited from performing bargaining unit work except in cases of unknown absenteeism, tardiness, abnormal fluctuations in volume, emergencies, or training of employees.

It is recognized that under present conditions the terminal does not have coverage from Saturday beginning at 6:00 p.m. until Monday beginning at 12:01 a.m. Periodically it may be necessary for non-unit employees to perform work during this period. Any work in excess of (4) four hours on Saturday or Sunday shall be offered to regular employees who have notified the Company in writing of their availability for that Saturday or Sunday.

## **Section 2. Part-time Employees**

Facilities with five (5) full-time bargaining unit employees or less may employ one regular part-time employee. In facilities other than break bulks of over five (5) bargaining unit employees, one (1) additional part-time employee shall be permitted for each seven (7) additional bargaining unit employees in the following manner.

5 FT employees or less	1 part-timer
6 through 11 FT employees	2 part-timers
12 through 18 FT employees	3 part-timers
19 through 25 FT employees	4 part-timers

Such formula shall carry on for each additional seven (7) employees.

The Part-time employees shall be classified as bargaining unit employees and will be subject to the provisions of Article 3 (Union Security) of the National DHL Agreement. There shall be no reduction in the number of full-time positions as a result of the use of part-time personnel in accordance with this agreement. No part-time employees shall be used if full-time employees are on layoff.

## **ARTICLE 4. SENIORITY**

The principles of seniority by job classification shall prevail at all times, however, ability and qualifications shall also be a governing factor in the application of such seniority.

A new full-time employee shall work under the provisions of this agreement but shall be employed on a thirty (30) work day probationary basis during which period he may be discharged without further recourse; such probationary period may be extended for an additional thirty (30) days with mutual agreement between the Company and the Union, provided, however, that the Company may not discharge or discipline for the purpose of evading this agreement or discriminating against Union members.

When two (2) or more employees complete their probationary period on the same day, the Company will determine which employee will have the greater seniority.

A separate seniority list by classification shall be maintained for part-time employees which are defined as employees who are on-call on a daily basis or regularly scheduled on a weekly basis. Part-time employees shall be employed on a probationary basis for 240 hours during which period they may be discharged without further recourse; provided however that the Company may not discharge or discipline for the purpose of evading this agreement or discriminating against union members. Part-time employees will be given a seniority preference to full-time vacancies within the same classification. In the event a part-time employee becomes a full-time employee, he will not be subject to the thirty (30) day probationary period applicable to newly hired full-time employees. At the completion of 240 hours of work, excluding replacement work, the employees shall acquire seniority, effective as of that date.

A new seniority roster by classification will be posted by December 31 of each calendar year for the duration of this contract, and employees will have thirty (30) days to protest in accord with Article VI; however, after thirty (30) days the posted list will be considered final and binding. Bidding will be conducted every four (4) months. Permanent changes in bid shifts will be subject to rebid of the one (1) affected shift, and such rebid will only be effective at the beginning of a week. If an absence of one (1) week or more occurs on any full-time bid shift, a senior full-time employee may exercise his seniority to replace the vacancy, with the understanding that the bidding process will not apply to the shift which that employee vacated.

If a regular employee is on a known leave of absence for one (1) week or more, the company shall offer the opportunity to replace that vacancy to those employees who have a start time of twelve noon or later.

Seniority shall be lost by discharge and voluntary quit. Seniority shall be lost when an employee has been out of work for any reason including layoff for a period of equal to or longer than the time period he was employed, not to exceed three (3) years. (This provision not applicable for on-the-job injury and does not apply to employees hired prior to 1/3/77). When it becomes necessary to reduce the full-time working force, the last employee on the seniority roster shall be laid off first and when the force is again increased, the employees are to be returned to work in the reverse order in which they were laid off. A laid off employee will be given ten (10) calendar days notice of recall by certified mail at the employee's last known home address; however, the employee must respond to the notice within three (3) calendar days indicating his intent to return. Employees will be given a minimum of two (2) working days notice of any layoff or reduction to become effective following the guaranteed work week already commenced.

It is agreed that the Company does not intend to reduce the combined number of full-time positions below the level of eight (8) and agrees that if circumstances required such a reduction below this level that the Company would be prohibited from utilizing part-time employees during said period.

Any full-time position above the level of eight (8) may be reduced to part-time or eliminated, in the sole discretion of the Company. If the position is eliminated and the

incumbent laid off, he shall be given a preference over part-time should a regular part-time shift become available.

Full-time employees on the payroll as of the effective date of this Agreement who are reduced to part-time or laid off then recalled to part-time, shall have preference within their classification over part-time employees with respect to unscheduled work opportunity arising during hours not parallel to those they are already working and any call-back for such work opportunities shall be subject to a four (4) -hour guarantee. Any uncompleted call to an employee for premium work shall be verified by a bargaining unit employee if available at the place and time.

In the event that a laid off employee works 8 consecutive hours per day for twelve (12) days during a twenty (20)-day period, excluding absentee replacement, the Company shall add a full-time position, which shall be awarded to the most senior full-time employee reduced to part-time or full-time employee laid off and recalled to part-time.

## **ARTICLE 5. HOURS OF WORK**

The Employer and the Union understand and agree and enter into this Agreement recognizing that the Employer is engaged in air freight forwarding, a business which both parties acknowledge and agree is separate and distinct from surface cartage operations in that there are no entry barriers to this industry, rates are set entirely by competitive forces, competition is intense, and business failures are frequent; that the Employer's business relates solely to cargo which moves by air and this is subject to all of the delays and schedule problems incident to air transportation; that the cargo involved is of high value and high priority and usually is shipped in response to shipper emergencies; that by the nature of this system of air freight cargo movement and of the cargo itself, consolidation and breakbulk of cargo and pickup and delivery of cargo cannot be scheduled in advance; that all of the Employer's services are required by shippers on a twenty-four (24) hour a day, seven (7) day a week basis; and that the volume and highly competitive pricing structure of the Employer's business cannot support full-time coverage of all required functions at all times when services are required by shippers.

The guaranteed work day for full-time employees shall be eight (8) hours per day. The guaranteed work week for full-time employees shall be forty (40) hours per week.

Any full-time employee reduced to a part-time shift and any full-time employee laid off and recalled to a part-time shift shall be guaranteed four (4) hours per day and twenty (20) hours per week worked. All part-time employees who are on the seniority list as of the date of ratification shall be guaranteed four (4) hours per day, and twenty (20) hours per week, Monday through Friday or Tuesday through Saturday.

Laid off employees will not be sent home after four (4) hours and replaced by part-time employees. All hours worked in excess of eight (8) hours in any one day shall be paid at one and one half times the regular hourly rate.

Full-time employees shall be scheduled for five (5) consecutive days Monday through Friday or Tuesday through Saturday. Full-time employees shall be given two (2) days notice that their starting time or work week has been changed and such change will not be effective until the week following the week in which notice was given. Employees required to work the sixth (6<sup>th</sup>) day after working their regular forty (40) hours shall receive 1-1/2 times for the work performed on the sixth (6<sup>th</sup>) day. Employees required to work a seventh (7<sup>th</sup>) consecutive day shall be paid double time for such hours worked.

Premium work opportunities will be offered to the senior qualified available employees by classification including leads. In the event there are insufficient numbers of employees desiring the overtime, the assignment will be made in reverse seniority order.

In the event that the operation is disrupted on a given day by an Act of God, then the Company shall attempt to notify the employee two (2) hours prior to the start of his shift, and such notification shall cancel the guarantee on that day. If the employee is not notified and reports to work, he shall be guaranteed eight (8) hours per day.

Casual employees may be utilized to cover job vacancy caused by vacation, sickness, absenteeism, or leave of absence.

Split shift employees will not be forced to work beyond their scheduled evening portion of their shift except in case of an emergency or Act of God.

In the event the Company uses a displaced employee for four (4) consecutive hours per day for twelve (12) days during a twenty (20) day period or uses a split shift employee for four (4) hours in excess of their scheduled bid for (12) days during a twenty (20) day period, excluding absentee replacement, the Company shall first offer a full-time position to a reduced full-time employee in the same classification or, if there are no reduced full time employees or those employees refuse the position, the Company shall create a part-time position.

## **ARTICLE 6. ABSENCES**

It is understood that excessive tardiness and absenteeism cannot be tolerated and that employees must be fit and able to perform their duties. Employees who are absent for two (2) days without notice to their supervisor or the District Manager shall be discharged. It is recognized that employees have an obligation to give the Company adequate advance notice when they are not going to be at work or anticipate they will be late.

In the event an employee desires a leave of absence, he shall secure written permission from the Company and the Union. The maximum leave of absence shall be for thirty (30) days and may be extended for like periods. The company will be abide by federal law in reference to the Family Medical Leave Act.

## **ARTICLE 7. JOB STEWARDS**

The Employer recognizes the right of the Union to designate job stewards and alternates. The authority of job stewards and alternates so designated by the Union shall be limited to, and shall not exceed the following duties and activities:

- (I) The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;
- (II) The collection of dues when authorized by appropriate Union action;
- (III) The transmission of such messages and information which shall originate with, and are authorized by the Union or its officers, provided such messages and information;
  - (a) Have been reduced to writing; or,
  - (b) If not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Employer's business.
- (IV) Job Stewards and alternates have no authority to take strike action or any other action interrupting the Employer's business, except as authorized by official action of the Union.
- (V) The Employer recognizes those limitations upon the authority of job stewards and their alternates, and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the Steward or his alternate has taken strike action, slowdown or work stoppage in violation of this agreement.
- (VI) The steward shall be permitted a reasonable opportunity to investigate, present and process grievances on or off the property of the Employer, without loss of time or pay. Such time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime. The permission of the Employer is required for any time spent by the steward in handling grievances and permission shall not be denied unreasonably.

## **ARTICLE 8. GRIEVANCE AND ARBITRATION PROCEDURE**

Notwithstanding the grievance and arbitration procedure contained in the National Agreement, the parties intend to adopt the following grievance and arbitration procedure for disputes involving discipline and discharge. A grievance is hereby jointly defined to be any controversy, complaint, misunderstanding or dispute which involves the meaning or interpretation of any provisions of this agreement as it relates to the discipline or discharge of any bargaining unit member.

Any grievance arising between the Company and the Union or any employee represented by the Union shall be settled in the following manner:

Step 1 - The aggrieved employee or employees must present the grievance in writing to the District Manager with a copy to the shop steward within five (5) working days after the reason for the grievance has occurred or within five (5) working days after the employee reasonably would have knowledge of the event upon which the grievance was based except that the time limit shall be ten (10) working days in case of discharge, suspension or a violation of the wage agreement. The District Manager will issue a written decision within three (3) working days receipt of the grievance with a copy to the Union, shop steward, and Regional Manager.

Step 2 - If no satisfactory settlement has been reached within three (3) working days following the submission of the grievance, the business representative of the Union shall attempt to resolve the matter with the Regional Manager.

Step 3 – If the Union and the Regional Manager are unable to satisfactorily settle the grievance, then the Federal Mediation and Conciliation Service (FMCS) shall be used as a non-binding method of trying to settle the grievance.

Step 4 - If no settlement is reached, the dispute shall be submitted to the American Arbitration Association and an arbitrator will be selected and the case will be heard in accord with the normal rules and procedures of the AAA in accordance with their expedited rules. The arbitrator's determination shall be both final and binding. The cost of arbitration shall be equally borne by the Company and the Union. A grievance filed by the Company shall be submitted directly by written submission to the Union. The arbitrator shall not be empowered to add to or subtract from this agreement or render any decisions in conflict with this agreement or which modifies this agreement in any way.

## **ARTICLE 9. FRINGE BENEFITS**

It is the intent of the Company to provide part-time employees employed on the date of ratification of this Agreement and all full-time employees the benefits outlined in the employee handbook at no less than their current level and to extend to employees any

improvements to these benefits which are extended to other employees covered by this handbook.

The following paragraphs are intended to give a general description or further amplification of the benefits to be provided to full-time and part-time employees employed on the date of ratification:

### **Section 1. Holidays**

New Year's Day, floater in lieu of Washington's Birthday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve, and Christmas Day. Part-time employees shall be entitled to a pro rata payment for holidays based on the number of hours worked in the preceding four week period as compared with 160, e.g., an employee who works eighty (80) hours in the four (4) week period preceding the holiday shall receive four (4) hours pay. In the event the holiday falls on an employee's regular day off (Saturday for Monday through Friday employees, and Monday for employees scheduled Tuesday through Saturday) the Company shall have the option (employees will be given seven (7) days notice of the Company's option) of paying the employee an additional eight (8) hours for the day or declaring Friday in the case of a Saturday holiday or Tuesday in the case of a Monday holiday as the holiday. Employees required to work on a holiday shall be paid 1-1/2 times plus eight (8) hours. Each employee shall be granted one (1) roving holiday to be scheduled at a mutually agreeable time, however, at least seven (7) days notice is required.

An employee must have worked the day prior to the holiday, and the day following the paid holiday, in order to receive the benefit of the paid holiday.

However, the Company will show due consideration to any employee who can substantiate, to the Company's satisfaction, that he or she was confined home because of illness (or granted permission). This consideration will be made only when the employee has personal days owing him. An employee shall not be entitled to holiday pay if he has been laid off thirty (30) days or more prior to a holiday; or was legitimately fired or quit prior to the holiday week; or was off duty of his own volition because of sickness, etc., over thirty (30) days prior to the holiday.

Part-time employees hired after the date of ratification of this Agreement shall receive paid holidays pro-rated based on the number of hours worked in the two (2) weeks before the holiday.

### **Section 2. Vacations**

Employees hired prior to 4/1/2008:

After first anniversary - 2 weeks

After fifth anniversary - 3 weeks

After tenth anniversary - 4 weeks

After fifteenth anniversary - 5 weeks

Employees hired on or after 4/1/2008:

- After first anniversary - 2 weeks
- After eighth anniversary - 3 weeks
- After fifteenth anniversary - 4 weeks
- After twentieth anniversary - 5 weeks

Two (2) employees minimum shall have the right to take vacation at the same time with only one employee allowed vacation during the period from Thanksgiving Day to Christmas Day. Employees must plan ahead in scheduling vacations. The work schedule will usually limit the number of employees who may elect to take vacations at a specific time. Seniority will prevail in allocating vacation preferences. Scheduling of vacations will be made on the anniversary date of each individual employee.

Part-time employees hired on or before the date of ratification of this Agreement will receive vacations on a pro rata basis on the number of hours worked in the anniversary year as compared with 2080, e.g., an employee with one full year of service who has worked 1040 hours in their anniversary year shall receive one (1) week's vacation.

In the event a holiday falls during the vacation period, the employee will be entitled to an additional day's pay.

An annual vacation bid will be posted on January 1st of each year and will be considered final on January 31st.

### **Section 3. Sick Leave**

Full-time employees hired prior to 4/1/2008: shall be allowed up to and including nine (9) sick leave days per year with pay.

Full-time employees hired on or after 4/1/2008, and all part-time employees hired on or before the date of ratification of this Agreement: shall be allowed five (5) sick days per year with pay.

Unused sick leave days shall not be accumulated from year to year.

The employer agrees to pay in money, an amount equal to any unused portion of the seven (7) allowable sick leave days in each calendar year. This payment will be made in January of each year for the contract year preceding.

Employees who give sufficient advance notice of their desire to take a personal day off which is approved, may use their sick leave for payment.

Part-time employees hired on or before the date of ratification of this Agreement will accumulate 1.67 hours per month, not to exceed twenty (20) hours or five (5) days per year.

The employer agrees to pay for any unused portion of the part-time employees sick leave not to exceed five (5) days at the end of the contract year.

**Section 4. Profit Sharing Plan**

In accordance with the PU & D Operational Supplement and the Office Clerical Operational Supplement, the Company will continue to participate in the current pension plan 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 10. HEALTH & WELFARE**

In accordance with the PU & D Operational Supplement and 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.

**ARTICLE 11. WAGES-CLASSIFICATIONS**

For all employees hired prior to Ratification, the following rates will apply:

	4/1/2008	10/1/2008	4/1/2009	4/1/2010	4/1/2011	10/1/2012	4/1/2012	10/1/2012
Agent	\$20.35	\$20.70	\$21.10	\$21.55	\$21.95	\$22.40	\$22.85	\$23.35
PT	\$14.85		\$15.05	\$15.28	\$15.70		\$16.18	
Casual	85% of full time rate	85% of full time rate	85% of full time rate	85% of full time rate	85% of full time rate	85% of full time rate	85% of full time rate	85% of full time rate

For all full-time employees hired after the date of ratification of this Agreement, the following schedule shall apply:

- Date of hire    60% of top rate
- 1 year            70% of top rate
- 2 year            80% of top rate
- 3 year            90% of top rate
- 4 year            top rate

Any full-time employee reduced to a part-time shift and any full-time employee laid off and recalled to a part-time shift shall continue to receive the full-time wage rate for the

duration of this Agreement. If the Company creates a lead classification, the employee shall be paid \$.50/hr. above scale.

In order to establish a reasonable standard for excessive overtime, employees will not ordinarily be expected to work more than ten (10) hours overtime per week exclusive of sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) day work and replacement for absentees. Violations of this provision should be protested in accord with Article 8.

If a new part-time employee is required by law or trust agreement/rules to have H&W and/or Pension benefits, the following applies:

Start Rate	\$10.00
12 mos	\$10.20
24 mos	\$10.425
36 mos	\$10.85
48 mos	\$11.325

If a new part-time employee is not required to have H&W or Pension benefits, the following applies:

Start Rate	\$12.00
12 mos	\$12.20
24 mos	\$12.425
36 mos	\$12.85
48 mos	\$13.325

**ARTICLE 12. 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. 375, affiliated with the International Brotherhood of Teamsters

BY \_\_\_\_\_ BY \_\_\_\_\_

TITLE

TITLE