

**Local 249 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 249, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS (hereinafter “Union” or “Local 249”) covering all office clerical employees in Pittsburgh, Pennsylvania. 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 249 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 249.

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. 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, 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, except in cases of vacations, personal days, tardiness, abnormal fluctuations in volume or emergencies and this is not intended to deprive additions to the workforce. Supervisors may perform bargaining unit work for the purpose of training employees, such training shall not exceed thirty (30) days. Supervisors may not perform bargaining unit work when any bargaining unit employee is on layoff.

Any work in excess of one (1) hour on Saturday or Sunday, when the station is closed, shall be offered to employees, per call procedures of this agreement, at a minimum of four (4) hours at the applicable overtime rate of pay. Failure to notify regular employees will result in automatic payment to the senior employee at four (4) hours at the applicable overtime rate of pay.

## **ARTICLE 23. SENIORITY**

Notwithstanding the provision regarding seniority found in the National Agreement, any Full-Time employees specifically designated on the seniority list under the predecessor agreement for a Full-Time guarantee, shall be red-circled by name and listed on Appendix "A" and shall not be forced into Part-Time status during the term of this Local Rider. (Appendix "A" shall determine any future questions concerning red-circle eligibility). In the event a Full-Time red-circled employee vacates a red-circled position, then there are no more protections associated with that position.

In the event that a Full-Time employee permanently vacates an a.m. shift, then that shift shall be posted for bid among all Full-Time employees at covered stations, and the shift vacated by the successful bidder shall be backfilled by a Part-Time or casual employee.

## **ARTICLE 24. GENERAL BID PROCEDURES AND POLICIES**

1. A Master Seniority List will be maintained for the purposes of the aforementioned bid procedures, change of operations, reductions in workforce and/or layoff situations.
2. There will be an annual bid of both stations, open to all active employees on the Master Seniority List.
3. Management retains the right to conduct up to two (2) interim bids, by Station, during the year for operational needs. The second interim bid, however, shall be open to all employees at both locations (PIT/BSI) and no interim bids shall be permitted within 30 days of the effective date of the annual bid.
4. Once a full-time employee has bid into a part-time position, that employee will be locked into part-time bids for the duration of this Agreement.
5. Full-time positions will be first bid by all employees on the full-time seniority roster before part-time employees are permitted to bid for full-time positions.
6. Open positions caused by newly created positions, terminations, and/or retirements, that occur between Station Annual bids will be open to all employees on the Master Seniority List, contingent upon the following provisions:
  - A. The position vacated by an employee bidding on an open position will be filled by a general bid within the Station that has the vacated position.
  - B. The vacated position cannot be placed up for general bid by all departments.

C. Open positions that occur within sixty (60) days of the departmental bids will remain open and filled by a casual and/or part-time employee until the department bids are complete.

D. Employees bidding into vacant positions shall relinquish vacation and personal day bids, if someone currently in the department of the vacant position has already selected the same dates.

7. Bid start times can be adjusted one (1) hour in total daily before requiring a re-bid of the start-time, unless the additional time will affect the eligibility for benefits and then the start time will be placed up for departmental bid.

8. The general bid procedures and policies set forth in this Article shall continue to apply to the two stations currently covered by this Agreement and any future spin-offs of those stations within the jurisdiction of the local union.

## **ARTICLE 25. ANNUAL BID PROCEDURES**

1. Station bids will be posted on the first business day of November.
2. Bid selection will commence, in seniority order, 5 business days after posting.
3. Employees must be prepared to select their bid, when approached by management. Failure to bid when approached will result in management moving to the next person on the seniority list for selection.
4. Bids will be completed and pulled no later than November 10<sup>th</sup>.
5. Bids will be effective on the first business day of January.
6. Employees absent from the workforce are responsible for making their bid selection known to the Business Agent and the Union Steward, in writing, prior to the bid selection date.

## **ARTICLE 26. TIME SHEETS & TIME CLOCKS**

A daily time record shall be maintained by the employer at its place of business; all employers who employ five or more people at any terminal shall have time clocks at such terminals. Employees are required to use the time keeping system (TMS) at the beginning and end of each shift, and for the beginning and end of lunch periods.

## **ARTICLE 27. BENEFITS, GENERAL PROVISIONS**

Worked days, only, will be counted towards weekly overtime. Non-worked "Benefit Days" will not be counted for the purpose of calculating weekly overtime pay. Unless

provided for under this agreement, the benefits, terms, and conditions as listed in the DHL Express Employee Full-time and Part-time Benefit Booklets shall be extended to the part-time employees employed on or before the date of ratification of this Agreement and all full-time employees. 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 28. COMPANY 401(K) PLAN**

Employees shall remain eligible to participate in the Company 401(K) plan.

**ARTICLE 29. VACATIONS**

Schedule: After completion of six months of continuous full-time service, employees are entitled to take vacation hours based on the schedule below:

Length of Employment	Weeks	Hours	Monthly Accrual
After six months	1 week	40 hours	6.66 hours/month
After one year	1 week	40 hours	6.66 hours/month
After two years	2 weeks	80 hours	6.66 hours/month
After five years	3 weeks	120 hours	10.00 hours/month
After fifteen years	4 weeks	160 hours	13.33 hours/month
After twenty years	5 weeks	200 hours	16.66 hours/month

Employees with less than one year of service can use ½ their first year’s vacation accrual after 6 months rather than waiting until after their first year anniversary. At their first anniversary, the remaining week of vacation becomes available for use. At the second anniversary date (2 years from date of hire), another full year’s accrual of 2 weeks is again available for use. Vacation availability remains based on the anniversary date of hire.

You accrue vacation time for each month in which you receive at least 12 days of pay.

Carryover: Vacation time may not be carried over from one year to the next.

Employees must plan ahead in scheduling vacations. Seniority will prevail in allocating vacation preferences. Scheduling of all vacations will be made known to the District/Station Manager in writing.

For each Station, the Company, on an annual basis, will establish the maximum number of employees permitted to schedule vacation time for any specific week.

Vacations will be selected, in seniority order, during November of each year. The vacation bid list, by Station, will be posted no later than November 15th and will be completed and pulled by November 30th. Starting the fifth (05), working day, from November 15th management will approach employees, in seniority order, to select their vacation weeks. Employees are responsible to be prepared to select their vacations when approached by management. Failure or refusal to select, when approached will result in management moving to the next person on the seniority list for selection.

Any weeks not selected during the November vacation bid period, will be considered "First Come, First Serve" or "Floated" Vacations. Once a written request is submitted, to the Station / District Manager and the Union Steward, for a "First Come, First Serve" vacation week, it is not subject to bump by any other employee.

All requests for a "First Come, First Serve" vacation weeks must be submitted at least fourteen (14) days before the vacation week selected. However, consideration will be given to verifiable and documented emergency requests that are submitted in writing to the District 1 Station Manager fewer than 14 days in advance.

Employees with three (3) or more weeks of accrued vacation, shall be permitted to use one (1) of these weeks a day at a time. These days shall be requested and processed the same as "Floating Holidays", under Article 24. If an employee's paid vacation period accrues or is payable during a period in which he/she 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.

If an employee's paid vacation period accrues or is payable during a period in which he/she 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.

### **ARTICLE 30. HOLIDAYS**

The following are paid holidays:

1. New Year's Day
2. Memorial Day
3. Fourth of July
4. Labor Day
5. Thanksgiving Day
6. Christmas Day
7. Three floating holidays.

An employee must have worked the last scheduled day prior to the holiday, and the next

scheduled day following the paid holiday, except in the case of proven illness (Documented in writing), in order to receive the benefit of the paid holiday.

Pay for non worked holidays shall not be used in computing overtime pay in the regular workweek. Time worked in excess of thirty-two (32) hours in any week in which a holiday occurs shall be paid for at the rate of time and one-half (1 1/2), provided the holiday falls within the scheduled weak-week, except where the holiday falls on Saturday or Sunday and then the time and one-half (1 1/2) shall be paid after the fortieth (40th) hour. At no time, shall the payment of over time and/or holiday rates of pay be duplicated for the same hours worked.

For all Paid days (holidays, sick days, vacations, jury duty, etc.) part-time employees employed on or before the date of ratification of this Agreement shall receive four (4) hours pay at their regular rate. Part-time employees hired after ratification of this Agreement shall receive paid holidays prorated based on the average number of hours worked in the two weeks before the holiday

If required to work on a holiday, all employees except part-time employees hired after the date of ratification of this Agreement shall receive time and one-half for all hours worked, daily guarantee shall apply; plus holiday pay.

Floating Holidays must be requested in writing at least five (5) working days prior to the date requested. All floating holiday requests must be approved by management. Consideration will be given to verifiable and documented emergency requests.

No floating holidays will be approved prior to ten (10) working days before the date requested. All requests will be returned to the employee at the earliest possible date. But, all requests must be answered at least three (03) working days before the date requested.

Floating holidays will be approved, according to seniority order, to those requests that are submitted within the time periods specified. Once a request has been approved within the time limits specified, it is not open to bumping by any other employee.

### **ARTICLE 31. SICK LEAVE**

For all Full Time employees, sick leave payments shall be calculated on the basis of eight (8) hours straight time rate of pay, at the employees applicable hourly rate of pay. For all part-time employees employed on or before the date of ratification of this Agreement, sick leave payments shall be calculated on the basis of four (4) hours straight time rate of pay, at the employees applicable hourly rate of pay.

Part-time employees employed on or before the date of ratification of this Agreement and all full-time employees are eligible for nine (9) sick days per year and must be listed on the seniority roster (active) at the commencement of each contract year (January 1st) and have remained continuously active on such seniority roster at the time sick leave payments are used.

In order to be eligible for daily sick leave payments, the eligible employee must be on the active seniority roster at the time of illness or accident.

Employees on the inactive seniority roster prior to January 1st of a calendar year, due to layoff or long-term illness or injury, are not eligible to receive sick leave.

Any and all unused sick leave will be paid at the end of the contract year, but no later than the third pay period of January, at the applicable hourly rate of pay in existence on December 31.

Sick leave does not establish the consistent need for a doctor's statement before sick leave benefits are paid. However, sick leave is not to interfere with any established procedure that requires an employee to have a doctor's statement before returning to work. If Sick Time is utilized before and/or after a leave of absence, vacation, and/or personal days and/or any other benefit days, the employer can request a doctors note for such sick time.

At no time shall more than fifteen percent (15%) of the current bid positions, by department by terminal, be permitted sick leave on any day.

Sick leave payments shall be made in full day increments, Eight hours (8) for full time employees and four (4) hours for eligible part time employees. Partial and/or split payments will not be permitted.

When reporting off for sick leave and any other absences from work, employees must contact the Company at least two (2) hours before the start of the employee's shift. The Company will show consideration when the employee can demonstrate a reasonable justification for not calling in at least two (2) hours before the start of their shift. Any absences, including sick leave, over three (3) consecutive worked days will require a doctor's note before the employee is permitted to return to work.

Sick hours accrued by employees, prior to 01/01/96 shall remain and shall be available to employees for Family Medical Leave Act and Disability situations. Employees will be required to exhaust all current contract year, accrued, sick leave prior to utilizing any of the above mentioned sick hours.

## **ARTICLE 32. MISCELLANEOUS BENEFITS**

Discounted flight benefits, on certain airlines, obtained by the company from time to time shall be offered to all part-time employees employed on or before the date of ratification of this Agreement and all full-time bargaining unit members covered under this Agreement, subject to the terms and conditions thereof. Bargaining unit members must comply fully with all terms, conditions, and provisions of any discount program. The Company will continue its current practice of providing two (2) 10 minute paid breaks

per full-time shift, with the first break in the first 4 hours, and the second break in the second 4 hours of said shift.

### **ARTICLE 33. LEAVE OF ABSENCE**

Any employee desiring a leave of absence from their employment shall submit a written request stating the nature and duration of the leave requested and shall secure written permission from both the Union and the Employer. The maximum leave of absence shall be for thirty (30) days and may be extended for like periods. All extensions require a written request for such extension and approval must be obtained from both the employer and the union for each and all extensions.

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. Holiday leave of absence: Employees will not be paid for holidays which fall during an unpaid leave of absence.

### **ARTICLE 34. MILITARY CLAUSE**

Employees enlisting or entering the military or naval service of the United States, pursuant to the provisions of the Universal Military Training and Service Act, and amendments thereto, shall be granted all rights and privileges provided by the act.

The employer shall pay the health and hospital and pension fund contributions on employees on leave of absence for training in the military reserves or: National Guard, but not to exceed fourteen (14) days, provided such absence affects their credits or coverage for health and hospital and/or pension benefits.

### **ARTICLE 35. WORK WEEK GENERAL PROCEDURES**

The Company may change the bids of employees, due to operational needs, for those days prior to or following a Holiday. In addition, the Company may permit more employees than the maximum 15%, to utilize sick and or floating holidays on these days, provided the union is notified as to the maximum number of employees to be permitted off. Such notification shall be given, no later than seven (7) days prior. Employees will be paid for the holiday, if excused by the employer on these days.

### **ARTICLE 36. ACT OF GOD CLAUSE**

In the event that the operations are disrupted by an Act of God, the Employer shall promptly attempt to notify the employee, no less than one hour prior to the start of the employee's shift. Such attempt to notify the employee shall cancel that employee's work guarantee on that day. Employer will utilize the telephone number on the employee's master payroll record when enacting the provisions of this clause.

If the Employer's freight is late, two (2) or more hours, due to an Act of God, the Employer may reschedule the shifts on that day to accommodate the delay. Attempts to notify Employees will be handled as stated above.

### **ARTICLE 37. WORK OPPORTUNITY**

Employees are expected to work a reasonable amount of additional work assignments on a daily basis. However, except in cases of operational emergencies, no employee shall be required to work more than eleven (11) hours per day. If the Company consistently insists that an employee work eleven(11) hours per day, that employee has the right to file a grievance.

It is understood that laid off and part-time employees may be offered sixth (6th) day work before full-time employees are offered such opportunity. This provision is intended to provide these employees with extra work opportunity before full-time employees receive work in excess of forty (40) hours at premium rates. Any full-time employee under forty (40) hours for the week will be given first opportunity to work provided that they can fulfill the available shift without premium rates.

When the company extends the shift of an employee, the Company shall, when possible, notify the employee(s) by seniority, by shift, at least two (2) hours before the end of the employee(s) shift.

Seniority shall prevail when the Company determines that there is additional work available, with the exception that Part Time employees may be asked to extend their shift to cover some or all of the available work, in order to utilize straight) time to cover such work, whenever possible.

If the Company determines that there are additional work assignments, which will be covered using premium time, the work shall be offered to the senior employee who is working at the time the work assignment is available or who's shift start time is closest to the time the work assignment is available.

Should no one elect to accept the additional work assignments, the work can be assigned in reverse seniority order to those employees that are directly available for the additional work assignments. (Working at the time)

Both Stations shall utilize at least one (1) eight (8) hour bid on worked Saturdays.

Part-time employees may be scheduled on any regularly scheduled work days and may be forced to accept Saturday, Sunday or Holiday work in reverse seniority order.

### **ARTICLE 38. DISCHARGE OR SUSPENSION**

The following are deemed serious offenses such that no prior warning notice need be given to an employee before the employee can be discharged for one of the following, provided,

however, such discharge may be appealed through the grievance machinery:

- A: Deliberate Theft or Dishonesty
- B: Intoxication: drinking or being under the influence of alcohol or illegal narcotics while on duty or while on company property, or possession of such substances while on company premises or while on duty. Refusal to take a drug and/or alcohol test shall establish a presumption of guilt.
- C: Destruction or damaging of company and/or personal property or equipment while on Company property and/or while on duty.
- D: Violence of any kind while on company property or while on duty.
- E: Work Stoppage/Slowdown: in violation of this agreement.
- F: Abandonment: consisting of three (3) scheduled work days of no call/no show.
- G: Discourtesy to a customer, Per company standards, employees are to pass confrontational calls/customers to management and report any and all confrontational situations to management immediately.

**ARTICLE 39. JOB DESCRIPTIONS**

The following job descriptions are added to what was contained in the predecessor agreement as Article 47, which will be attached to this Local Rider as Attachment “A”: Alert Paid In Advance, CC: Waybills and Alert Unimageable Waybills.

**ARTICLE 40. WAGES**

The following wage increases shall apply for existing full-time and part-time employees as well as future full-time employees:

	4/1/2008	10/1/2008	4/1/2009	4/1/2010	4/1/2011	10/1/2012	4/1/2012	10/1/2012
Existing Full Time	\$0.35	\$0.35	\$0.40	\$0.45	\$0.40	\$0.45	\$0.45	\$0.50
Existing Part Time	\$0.35		\$0.20	\$0.23	\$0.43		\$0.48	
Future Full Time	\$ 13.90	\$ 14.25	\$ 14.65	\$ 15.10	\$ 15.50	\$ 15.95	\$ 16.40	\$ 16.90

Rates of pay for part-time employees hired after the date of ratification of this Agreement shall be as follows.

- (a) If the new part-time employee is required by law or trust agreement to have health and welfare and 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 41. DURATION**

The term of this Local Rider is subject to and controlled by all of the provisions of Article 24 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. 249 affiliated  
with the International Brotherhood of Teamsters

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

TITLE

TITLE