

SUMMARY OF TENTATIVE NATIONAL DHL OFFICE-CLERICAL OPERATIONAL SUPPLEMENT

PREAMBLE [NO CHANGE]

ARTICLE 1. MAINTENANCE OF STANDARDS [NO CHANGE]

ARTICLE 2. SAFETY AND HEALTH [NO CHANGE]

ARTICLE 3. SUBCONTRACTING AND WORK PRESERVATION [NO CHANGE]

ARTICLE 4. MANAGEMENT'S RIGHTS [NO CHANGE]

ARTICLE 5. OPERATIONAL CHANGES [NO CHANGE]

ARTICLE 6. UNION ACCESS PROCEDURES [NO CHANGE]

ARTICLE 7. GENERAL PROVISIONS

Section 1. Fitness Examinations—[NO CHANGE]

Section 2. Uniforms

IBT Button/Pin - a unit employee may wear up to one (1) authorized IBT pin no larger than a quarter.

The Company has the right to establish and maintain reasonable standards for wearing apparel, ~~—and personal grooming, and the color and general style of footwear.~~ Where the Company requires a specific color or general style of footwear, the Company shall provide the affected employee with \$100 per year to purchase such footwear, which may be provided in the form of a \$100 reimbursement upon production of a receipt or the provision of a voucher. Socks and appropriate footwear must be worn at all times.

If any employee is required to wear a uniform as a condition of his/her employment, such uniform shall be furnished by the Company at no cost to the employee and at the standard required by the Company. Any required uniform shall be provided in sufficient number for a full work week, allowing for a daily change of uniform pants/shorts and shirt. The uniform will have the Teamster emblem applied. The current practice of including shorts as part of the uniform option will be continued.

If the Company plans to change the uniform fabric content it shall first meet with representatives of TDHLNNC to discuss

the climate appropriateness of the new fabric. If the Company requires steel toed or other safety shoes, it shall negotiate with the union over the application and cost of such shoes.

ARTICLE 8. SCOPE AND ASSIGNMENT OF UNIT WORK [NO CHANGE]

ARTICLE 9. JOB BIDDING AND FILLING OF VACANCIES [NO CHANGE]

ARTICLE 10. USE OF AND PERFORMANCE OF BARGAINING UNIT WORK BY PERSONNEL OTHER THAN FULL-TIME SENIORITY EMPLOYEES [NO CHANGE]

ARTICLE 11. SICK LEAVE

Section 1. Sick Leave Annual Benefit

All Supplements and Riders shall maintain the same amount of sick days contained in those labor agreements in effect prior to ~~April 1, 2008~~ the new contract ratification date, unless otherwise set forth in the current Supplement and/or Rider for those part-time employees on the seniority list prior to date of ratification, and for all full-time employees.

Sick leave not used by March 31 of any contract year will be paid on the next regular pay period following March 31 at the applicable hourly rate in existence on that date.

Each day of sick leave will be paid for on the basis of eight (8) hours straight-time pay at the applicable hourly rate. Existing practices concerning sick leave banks shall be maintained in areas where they exist unless otherwise specifically agreed with participating Local.

Section 2. Sick Leave Utilization [NO CHANGE]

Section 3. Coordination with FMLA Leave [NO CHANGE]

Section 4. Doctor's Certification/Medical Examinations [NO CHANGE]

Section 5. Payment Upon Termination

All Supplements and Riders shall maintain the same practices regarding pay for unused sick days upon termination contained in those labor agreements in effect prior to April 1,

201308 unless otherwise set forth in the current Supplement and/or Rider.

ARTICLE 12. SENIORITY, LAYOFF & RECALL

Section 1. Definition [NO CHANGE]

Section 2. Posting of Seniority List [NO CHANGE]

Section 3. Employee Address and Phone Number [NO CHANGE]

Section 4. Layoffs [NO CHANGE]

Section 5. Notification of Layoff [NO CHANGE]

Section 6. Recall

Unit employees on layoff shall be recalled to fill available vacancies for which they are legally qualified (i.e. licensed) in reverse order of layoff (i.e., last to be laid off - the first to be offered recall), in accordance with the following procedures:

1. In the event of a recall, the laid off employee shall be notified by receipted mail addressed to the employee's last reported address on file with the Employer, with a copy to the Union. Such employee must advise the Employer within seven (7) days, excluding holidays and weekends, after delivery of the recall notice at such address whether or not he/she accepts the recall offer. Recall notices which are not successfully delivered to the affected employee's residence of record due to an incorrect address resulting from the employee's failure to advise the Employer of his/her current correct address, shall nevertheless be deemed "received" as of the date and time the initial delivery had been attempted.
2. In the event the employee declines the recall offer, or fails to notify the Employer of his/her decision within the abovementioned seven (7) days, excluding holidays and weekends, the employee shall lose all seniority rights under the Agreement and be considered a voluntary quit
3. Any employee who timely accepts a recall pursuant to a written recall notification delivered under the provisions of Paragraph 1 above, shall report to work at the start of his/her shift within fourteen (14) regularly scheduled work days following the day on which he/she timely notified the Employer of the timely acceptance of recall, or within such greater period as may be mutually and reasonably agreed upon by the Employer and employee. Failure to return to work within the aforesaid time period following the acceptance of the recall, shall result in the employee's forfeiture of all his accumulated seniority and he/she shall be considered a voluntary quit.
4. Should the Employer be faced with dire, serious operational issues and be in urgent need of an employee(s) to fill a vacant position(s) for which the laid off employee is qualified, the Employer may attempt initially to recall qualified laid-off employees, in

department seniority order, by telephone. In all such cases, the Union shall be notified prior to commencing the telephone recall procedure, and be afforded the opportunity to be physically present at the time and place where all such calls are being made. In addition, the Employer shall maintain a written log with the name of the individual called, the telephone number called, and the date and time of each such call. It is expressly understood and agreed, however, that the Employer must follow-up all such telephone calls with written recall notifications as provided in Paragraph I above.

5. Unit employees (excluding probationary and casual employees) shall enjoy recall rights by terminal for a period not to exceed ~~threefive (35)~~ **three (3) years (or five (5) years for those employees on the seniority list as of the date of ratification of this agreement)** following the effective date of the lay-off, or for the length of the employee's continuous service with the Employer in the unit covered by this Agreement, whichever is less.

Section 7. Termination of Seniority

Seniority shall be broken only by:

1. Discharge.
2. Voluntary quit or retirement.
3. ~~Performing no work for more than five (5) years. This five (5) year period does not begin to run until ratification of this Agreement.~~ **Performing no work for more than three (3) years (or five (5) years for those employees on the seniority list as of the date of ratification of this agreement).**
4. Failure to respond to a notice of recall.
5. Failure to return from an authorized leave of absence.
6. Unauthorized failure to report to work (no call/no-show) for three (3) consecutive days when work is available.
7. Voluntary leaving of a classification of work covered by this Agreement and remaining in the employ of the Employer in some other non-unit capacity, except pursuant to an inter-bargaining unit transfer specifically authorized by the terms of an Operational Supplement, Supplement and/or Rider.

ARTICLE 13. HOURS OF WORK, WORK DAY, WORK WEEK, OVERTIME, AND SCHEDULING [NO CHANGE]

ARTICLE 14. ELIGIBILITY REQUIREMENTS FOR HOLIDAY PAY

If a holiday falls on Sunday it shall be observed on Monday. Monday shall be considered as the holiday. If a holiday falls on Saturday it shall be observed on Friday before. Friday shall be considered as the holiday. In order

to be entitled to holiday pay, an employee covered by this Operational Supplement must have completed his/her probationary period and must be a regular full-time or regular part-time employee. In addition, in order to be entitled to holiday pay, an employee must work his/her regularly scheduled work day immediately preceding the recognized holiday or his/her regularly scheduled work day immediately following the holiday, in addition to the holiday when scheduled as part of the duty shift, unless such absences are due to scheduled vacations or floating holidays, or absence due to illness or injury with a doctor's written authorization are otherwise expressly excused in writing by the Employer.

Regular employees are entitled to holiday pay if the holiday falls within the first (1st) thirty (30) days of absence due to illness, or non-occupational injury, or within the first (1st) six (6) months of absence due to occupational injury or during a period of permissible absence. This does not apply to employees taking leave of absence for full-time employment with the Union.

Any laid off employee on the Employer's seniority list who works a day within the fifteen (15) days prior to the holiday and remains available for the full fifteen (15) days prior to the holiday shall receive compensation for such holiday. However, an employee who declines work during this period shall not qualify for holiday pay. This provision shall also apply to any laid off employee working out of classification provided they qualify as required in this section.

If any holiday falls within the thirty (30) day period following an employee's layoff due to lack of work and such employee is also recalled to work as provided in Article 13, Section 6 of this agreement during the same thirty (30) day period but did not receive any holiday pay, then in such case he shall receive an extra days pay for each holiday, in the week in which he returns to work. Said extra days pay shall be equivalent to eight (8) hours at the straight-time hourly rate specified in the Agreement. An employee who was laid off because of lack of work and is not recalled to work within the aforementioned thirty (30) day period is not entitled to the extra pay upon his return. Under no circumstances shall the extra pay referred to herein be construed to be holiday pay, nor shall it be considered as hours worked for weekly overtime.

ARTICLE 15. VACATION

All Supplements and Riders shall maintain the same amount of vacation days and the same administration of vacation provisions as contained in those labor agreements in effect prior to the new contract ratification date ~~April 1, 2008~~, unless otherwise set forth in the current Supplement and/or Rider for those part-time employees on the seniority list prior to date of ratification, and for all full-time employees.

ARTICLE 16. STEWARDS [NO CHANGE]

ARTICLE 17. DISCIPLINE AND DISCHARGE [NO CHANGE]

ARTICLE 18. WAGES

See National Economic Settlement

ARTICLE 19. HEALTH AND WELFARE

See National Economic Settlement

ARTICLE 20. PENSION

See National Economic Settlement