SUMMARY OF TENTATIVE NATIONAL DHL PICK-UP AND DELIVERY OPERATIONAL SUPPLEMENT

PREAMBLE. [NO CHANGE]

ARTICLE 1. MAINTENANCE OF STANDARDS [NO CHANGE]

ARTICLE 2. PASSENGERS [NO CHANGE]

ARTICLE 3. EQUIPMENT, SAFETY AND HEALTH [NO CHANGE]

ARTICLE 4. SUBCONTRACTING AND WORK PRESERVATION

Section 1. Work Preservation [NO CHANGE]

Section 2. Diversion of Work - Parent or Subsidiary Companies [NO CHANGE]

Section 3. Subcontracting [NO CHANGE]

Section 4. @Home

Provisions applicable to the @Home program are in the attached memorandum of understanding at the end of this Operational Supplement. TA

Section 5. Penalty for Supervisors Performing Unit Work [NO CHANGE]

ARTICLE 5. MANAGEMENT'S RIGHTS [NO CHANGE]

ARTICLE 6. OPERATIONAL CHANGES [NO CHANGE]

ARTICLE 7. UNION ACCESS PROCEDURES [NO CHANGE]

ARTICLE 8. 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. TA

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 9. SCOPE AND ASSIGNMENT OF UNIT WORK [NO CHANGE]

ARTICLE 10. JOB BIDDING AND FILLING OF VACANCIES

Section 1. General Bid – Full-Time Couriers/Drivers

Within three (3) months following the ratification of this Agreement, and every January 1 thereafter (to be implemented February 1), the Employer shall post for bid all available <u>full-time</u> courier and driver positions at each terminal covered by the terms of this Operational Supplement. Ninety per cent (90%) of such posted positions shall be posted as routes, including geographical descriptions (rough boundaries), scheduled start times and normal workdays. A regular established starting time is defined as not varying by more than <u>onetwo</u> (12) hour<u>s</u>, and such variance shall not occur more than one (1) day per workweek as set forth on bid. TA

The remaining <u>full-time</u> bid positions at each terminal covered by this Operational Supplement shall be posted as

open bids. Employees <u>on the full-time seniority list</u> covered by the terms of this Operational Supplement will bid on available <u>full-time</u> routes in their terminal in order of terminal seniority, and the bid will be completed within four (4) weeks of its posting at the terminal in question. The Company may, at its discretion, have bids semi-annually in order to address operational needs. **TA**

A <u>full-time</u> route permanently vacated or newly established shall be posted within five (5) days for five (5) working days, during which time couriers shall be afforded the opportunity to bid such vacated or new routes based on terminal seniority. The successful bidder shall be the most senior qualified courier and shall be awarded the posted vacancy or new route the Monday following the expiration of the five (5) day posting period. A permanent vacancy shall include a route covering an area that is delivered five fully scheduled days a week for a thirty (30) day period, except for routes established during peak. **TA**

Start times and classifications will be posted for bid. Ten percent (10%) positions will be subject to bid by seniority to the entire <u>full-time</u> seniority list subject to qualifications. Ten percent employees will be subject to all terms and conditions of the 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, other than red circle employees. **TA**

However, a regular employee who does not report as scheduled, except in the case of an on-the-job injury, bonafide 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. TA

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

When vacancies occur, the first two openings shall be bid among employees with less seniority than the employee (if any) vacating the route ("bump and roll"), thereafter the next most senior eligible employee may fill the vacancy and the junior employee must fill the final resulting vacancy.

When a courier's route is split and a new route is created, the affected courier shall be allowed to select either of the resulting routes. If necessary to maintain the 90%/10% split set forth above, the Employer shall fill that route and any resulting vacancy in the same manner as a permanently vacated route.

When a courier's assigned route is permanently changed by fifty percent (50%) or more of its delivery stops, said courier shall have the right to follow the major portion of the original

delivery route. When more than one (1) courier's route is affected, those affected couriers shall be afforded the opportunity amongst themselves to bid the routes affected in accordance with their terminal seniority.

Subject to the foregoing, the Employer retains the right to modify routes in order to ensure timely and efficient operations.

General bid procedures shall be addressed in the applicable Supplement and/or Rider.

Section 2. General Bid-Shuttle/Dock in Miami, Los Angeles, Denver, and Dallas [NO CHANGE]

Section 3. Part-Time Employees [NO CHANGE]

Section 4. Down-Grade to Part-Time [NO CHANGE]

ARTICLE 11. USE OF AND PERFORMANCE OF BARGAINING UNIT WORK BY PERSONNEL OTHER THAN FULL-TIME SENIORITY EMPLOYEES

Section 1. Part-Time Personnel [NO CHANGE]

Section 2. Casuals

Definition. A casual employee is an individual who is included in the bargaining unit but who is not on the regular seniority list and who is not serving a probationary period. A casual may either be a replacement casual or a supplemental casual as hereinafter defined. Casuals shall not have seniority status. Casuals within the jurisdiction of a Local Union cannot be utilized when full time employees are on layoff within the jurisdiction of that Local Union unless laid-off full-time employees within the Local Union have been offered said work at the normal full-time wages and benefits. Except as otherwise specifically provided in a Supplement or local rider, there shall be no non-driving part-time casuals.

Replacement Casuals. Replacement casuals are defined as employees who may only be utilized by the Employer to replace regular employees when such regular employees are absent due to illness, pending acceptance and return to work following notice of recall, vacations or other absence, except when an absence of a regular employee continues beyond three (3) consecutive months, a replacement casual shall not thereafter be used to fill such absence, unless the Employer and the Local Union mutually agree to the continued use of a replacement casual. To be considered a replacement, the casual must work on the same day that the absence occurred, doing the same work as the absent employee otherwise would have done within three (3) hours of the absent employee's scheduled start time. A casual when called to work shall be guaranteed three (3) hours pay when replacing a part-time shift, and eight (8) hours pay when replacing a full-time shift.

Supplemental Casuals. Supplemental casuals may be used to supplement the regular work force if all available regular employees are working or scheduled to work. Casuals put to

work, shall be guaranteed eight (8) hours of work or pay per day. Supplemental casuals may only be used during the time period from (1) October 1 through December 31 and (2) during two (2) two (2)-week periods designated by the Company in order to handle the increase in business resulting from the distribution of school books. The Company must designate the book drop weeks at least ninety (90) days prior to the start of the two-week period. TA

Section 3. Conditions for Limited Part-Time Driving

100% of all full-time employees covered by this Operational Supplement (including people who are currently classified as "part time" but who in actuality have worked full time hours and are de facto full timers i.e. worked an average of 40 hours per week or more for three (3) months) as of the date of ratification will be red circled on a station by station basis by number of full-time employees including those on layoff. If the total number of full time employees falls below this number at a given station the employer shall not be allowed to use part time p.m. drivers at that station for as long as the total number of full time employees remains below this number. The Employer shall not be allowed to use part-time p.m. drivers at a station if there is an employee covered by this **Operational Supplement on layoff in the Local Union's** jurisdiction, unless permitted in the applicable supplement or local rider. TA

ARTICLE 12. 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 <u>the contract ratification date</u>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 the date of ratification of this Agreement, and for all full-time employees. **TA**

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,

 $20\underline{1308}$, unless otherwise set forth in the current Supplement and/or Rider. **TA**

ARTICLE 13. 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:

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.

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.

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.

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 1 above.

Unit employees (excluding probationary and casual employees) shall enjoy recall rights by terminal for a period not to exceed five three (35) 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 layoff, or for the length of the employee's continuous service with the Employer in the unit covered by this Agreement, whichever is less. TA

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). TA
- 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/noshow) 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 14. HOURS OF WORK, WORK DAY, WORK WEEK, OVERTIME, AND SCHEDULING

Section 1. Full-Time Employees

All full-time employees covered by this Operational Supplement as of the date of ratification-June 6, 2008 will be red-circled by name, and will be guaranteed the opportunity for forty (40) hours per week for as long as they are working full-time and on the active seniority list. **TA**

Ninety per cent (90%) of the regular full-time employees on the active seniority roster at each of the Employer's facilities covered by this Operational Supplement at the time of ratification-shall be guaranteed forty (40) hours per week and will be scheduled either five (5) consecutive eight (8) hour days Monday through Friday, or four (4) consecutive or nonconsecutive ten (10) hour days-Monday through Friday as permitted in the applicable supplement or local rider. In any week in which paid holidays fall, the guaranteed workweek shall be reduced by eight (8) hours for an employee on a 5x8 schedule and ten (10) hours for an employee on a 4x10 schedule for each such holiday when such holidays fall within the scheduled workweek. A regular employee who does not report as scheduled, except in the case of an on-the-job injury, bona fide compensated illness or accident, jury duty, or attendance at a funeral compensable under Article 25 of the National Agreement, shall have broken his weekly guarantee, if any, and shall be eligible for Saturday or Sunday work or holiday work-only after utilization of those regular junior employees who have worked their scheduled workweek. TA

In locations where the 40 hour guarantee is in effect, it shall remain in effect except that if a 40 hour guaranteed employee is called in to replace a 40 hour guaranteed employee who is absent for a period shorter than his guaranteed work week, the employer will be able to fill such vacancy without being subject to guaranteed forty (40) hours per week for that replacement employee. TA

All vacancies from a bid position of an entire workweek (i.e., full-week vacations, long-term disability, full-week leaves of absence) shall be replaced by the equivalent number of employees at that location. TA

The order of call shall be: 1) ninety percenter; 2) red-circled employee by name who is not a ninety percenter; 3) ten percenter (not red-circled); 4) part-time p.m. driver.

Start times for full-time positions may be delayed by the Employer up to one (1) hour per day, based on operational need due to act of God provided the employee was notified by the end of the previous day's shift. Such delays shall not be abused or unreasonably declared. Any employee called in before their regular starting time shall have their normal end time protected. Except as specifically provided elsewhere, there shall be no split shifts for full-time employees.

Full-time employees when called to work on a Saturday, Sunday or Holiday shall receive a minimum of eight (8) hours pay at the applicable rate. **TA**

Section 2. Full-Time Shuttle/Dock Employees at Miami, Los Angeles, Denver, and Dallas [NO CHANGE]

Section 3. Part-Time

The Employer may employ part-time personnel to fulfill its operational needs as set forth in Article 10 (Job Bidding and

Filling of Vacancies) of this Operational Supplement, subject to the terms and conditions set forth in this Agreement.

<u>Utilization</u>

Part-time employees covered by the terms of this Operational Supplement shall be guaranteed three (3) hours per day, fifteen (15) hours work in each workweek, Sunday through Saturday. Saturday and Sunday will not include driving. In any week in which paid holidays fall, the guaranteed workweek shall be reduced by three (3) hours for each such holiday when such holidays fall within the scheduled workweek. A regular part-time employee who does not report as scheduled, except in the case of an on-the-job injury, bona fide compensated illness or accident, jury duty, or attendance at a funeral compensable under Article 25 of the National Agreement, shall break the guarantee.

Start times for part-time positions may be changed by the Employer up to two (2) hours per day, based on operational need. Such delays shall not be abused or unreasonably declared. The Company shall attempt to contact the employee with <u>either</u> Union verification <u>or telephone</u> <u>records</u> at least one (1) hour prior to his/her start time, provided, however, if the employee does not receive such notification, and reports to work, then the two (2) hour slide shall be reduced to one (1) hour and thirty (30) minutes. TA

Section 4. Computation of Compensable Work Hours [NO CHANGE]

Section 5. Overtime

Full-time employees shall be paid overtime for all hours worked in excess of eight (8) hours in any one (1) day <u>– or</u> between ten (10) and twelve (12) hours in any one (1) day in the case of employees working a 4x10 schedule – or forty (40) hours in any one (1) week at the rate of time and one-half (1 ½) the regular hourly rate, but not both. Overtime shall be paid at the rate of double time (2x) for all hours worked in excess of twelve (12) hours in any one (1) day. Overtime shall not be pyramided. No employee covered by this Operational Supplement shall be required to work more than ten (10) hours in any one (1) shift <u>– or twelve (12) hours in</u> any one (1) shift in the case of employees working a 4x10 schedule – once returned to the terminal absent operational necessity but only during peak season. TA

Part-time employees shall be paid overtime for all hours worked in excess of five (5) hours in any one day at the rate of time and one-half (1 ¹/₂) the regular hourly rate. Part-time (non-driving) employees shall be allowed to perform work on Saturday and Sunday at the straight time provided they have less than thirty-two (32) hours.

One and one-half (1 ¹/₂) times the employee's regular hourly rate shall be paid for all work performed by a full-time employee on <u>Saturdaythe sixth day worked (fifth day</u> worked in the case of an employee working a 4x10 <u>schedule</u>), and two (2) times the employee's hourly rate shall be paid for all work performed by a full-time employee on Sundaythe seventh day worked (sixth day worked for an employee working a 4x10 schedule). TA

Section 6. Meal Break & Rest Periods

All supplements and riders shall maintain the meal break and rest period practices contained in those labor agreements in effect prior to <u>new contract ratification date April 1, 2008</u> unless otherwise set forth in the current Supplement and/or Rider. **TA**

Section 7. Assignment of Overtime [NO CHANGE]

ARTICLE 15. 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. TA

Regular employees are entitled to holiday pay if the holiday falls within the first (1^{st}) thirty (30) days of absence due to illness, or non-occupational injury, or within the first (1^{st}) 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 16. 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 <u>the new contract ratification date</u> 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 the date of ratification of this Agreement, and for all fulltime employees. **TA**

ARTICLE 17. STEWARDS [NO CHANGE]

ARTICLE 18. DISCIPLINE AND DISCHARGE [NO CHANGE]

ARTICLE 19. WAGES [MODIFY CONSISTENT WITH NATIONAL ECONOMIC SETTLEMENT]

ARTICLE 20. HEALTH AND WELFARE [MODIFY CONSISTENT WITH NATIONAL ECONOMIC SETTLEMENT]

ARTICLE 21. PENSION [MODIFY CONSISTENT WITH NATIONAL ECONOMIC SETTLEMENT]

PU&D APPENDIX A. MEMORANDUM OF UNDERSTANDING re @HOME

Section 1. Work Preservation

Bargaining Unit Work: The bargaining unit shall perform the following functions with respect to @Home shipments which move through covered Company terminals: (i) the pickup of shipments within the area serviced by the bargaining unit (unless hub inducted), (ii) the processing of those shipments at the origin terminal (unless late cutoff requires a direct to ramp move), (iii) the tendering of those shipments to the line haul carrier at the origin terminal, (iv) the receipt of those shipments from the line haul carrier at the destination terminal, if covered by the bargaining unit, (v) the processing of those shipments at that terminal, and (vi) the delivery of those shipments to the local post office facility, i.e. DDU(s), if located within the area serviced by the bargaining unit.

Limited Role of USPS: The USPS shall perform no work on @Home shipments within the service area of the local union, other than the final delivery from the destination post office, i.e. DDU, to the final consignee. Nor shall the USPS perform any work whatsoever on the DHL core products.

Section 2. Work Acquisition

Concept: The USPS shall continue to perform the final delivery of @Home shipments until such time as it becomes economically feasible for the bargaining unit to do so. The parties hereby agree to establish an objective formula for determining economic feasibility in this context, and a workable mechanism for transferring such work to the bargaining unit, when the formula is satisfied.

Formula: The Company and TDHLNNC shall develop a formula which will accurately determine whether bargaining unit drivers can be used to deliver @Home shipments within a covered zip code at a reasonable profit margin. A covered zip code shall mean a zip code presently serviced by the bargaining unit for the DHL core products. A reasonable profit margin shall be defined as an operating ratio by station of not more than 95% for the @Home product delivered in the eovered zip code for the preceding calendar year.

Committee: A committee shall be established to oversee the formula's application. That committee shall consist of one management representative, one union representative. The committee shall meet at least once a year, after first quarter results are in. The Company will provide reasonably requested data related to @Home shipments to the committee.

Conversion: If the committee determines deliveries of @Home shipments in a covered zip code shall be returned to the bargaining unit, the Company shall comply with the committee directive in a prompt and timely manner. Since compliance will entail multiple operational, administrative, and marketing changes, the Company will be given a reasonable period for implementation. Thereafter, the bargaining unit shall commence delivery of @Home shipments within that zip code.

Reversion: In the event that a zip code is converted to the bargaining unit, and thereafter fails to maintain a reasonable profit margin, as defined above, for a period of ninety (90) calendar days, as verified by the committee, then the Company may revert to the use of the USPS for the final delivery of @Home shipments within that zip code, until that zip code once again satisfies the test provided for above.

Confidentiality: All data generated pursuant to the above process, shall be treated as confidential, and may not be disclosed to any third party. However, the Company and TDHLNNC mutually agree to disclose a certain portion of this information to the local union, to respond to pertinent inquiries concerning the application of the formula within a particular union area. In addition, subject to this confidentiality requirement, the Company is obligated to share with TDHLNNC all relevant financial information and operating statistics which pertain to the evaluation of these provisions.

Section 3. National Supplemental Payment

On the first payday of December of each year, the Company will pay each full-time driver working in a

jurisdiction where an @Home shipment was delivered by the USPS during that year a bonus of 150.00 dollars

The bonus payment will be in lieu of, and replace, the supplemental disability benefit program and the payment per package set forth in the Parties previous agreements.

In the event that the Company reduces, eliminates, sells, transfers or otherwise discontinues the @Home program during the term of the agreement, the full time drivers will continue to receive the 150.00 dollar bonus through the term of the agreement.

Section 4. Dispute Resolution Procedure

Any dispute arising regarding this @Home program shall be decided using the grievance and arbitration procedure in the National Agreement.

Outstanding Grievances: The union agrees to withdraw all outstanding grievances with respect to the @Home program with prejudice. This Agreement shall take precedence over any prior resolution of any @Home grievance. TA