SUMMARY OF TENTATIVE NATIONAL DHL OFFICE-CLERICAL OPERATIONAL SUPPLEMENT

CLERICAL OPERATIONAL SUPPLEMENT

The following Articles apply to "clerical" (OC) operations only. Article 8 of this Operational Supplement and Attachment A of the National Agreement hereto sets forth such operations.

ARTICLE 1. MAINTENANCE OF STANDARDS
[NO CHANGE]

ARTICLE 2. SAFETY AND HEALTH [NO CHANGE]

ARTICLE 3. SUBCONTRACTING AND WORK PRESERVATION

Section 1. Work Preservation

The protection and preservation of bargaining unit work is central to this Agreement. For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that no operation, work or services of the kind, nature or type covered by, or presently performed by, or hereafter assigned to, the collective bargaining unit by the Employer will be subcontracted, transferred, leased, diverted, assigned or conveyed in full or in part (hereinafter referred to as "divert" or "subcontract"), by the Employer to any other plant, business, person, or non-unit personnel, or to any other mode of operation, unless specifically provided and permitted in this Agreement.

In addition, the Employer agrees that it will not, as hereinafter set forth, subcontract or divert the work presently performed by, or hereafter assigned to, its employees to nonemployee owner-operators or other business entities owned and/or controlled by the signatory Employer, or its parent, subsidiaries or affiliates**, except as specifically set forth in writing herein or in any Supplement or Rider. T/A**

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

Section 3. Subcontracting

Bargaining unit work shall only be performed by bargaining unit employees except as specifically set forth herein. ~~It is a violation of this Article to~~**Subject to the provisions of this Article, the Employer shall not** use non-bargaining unit personnel (i.e. supervisors or third (3rd) parties) to perform work of the kind, nature or type currently or previously performed by bargaining unit employees, other than non-recurring unforeseen overflow or emergency work, and then only if all available means to use unit employees have been exhausted including overtime. The employer may not divert work outside the unit to avoid overtime. **T/A**

Furthermore it is a violation of this Article for the size of the bargaining unit to decrease by attrition and the Employer not replace the employees while using non-unit personnel or third parties to perform work of the kind, nature, or type previously performed by that bargaining unit or to deny unit employees earning opportunities. Likewise, it is a violation of this Article to use non-bargaining unit personnel or third (3rd) parties to perform unit work in order to avoid hiring bargaining unit employees when the work justifies the hiring of such bargaining unit employees.

It shall not be a violation of this Article to subcontract work in accordance with existing established past practices provided the volume of such subcontracting does not increase or result in the layoff of unit employees.

The Employer shall maintain records identifying non unit persons or entities performing unit work as permitted by the Article as well as the specific type and amount of work performed. Said records shall be made available for inspection by the Local Union(s) in the locality affected by such work.

Section 4. Penalty for Supervisors Performing Unit Work [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. [NO CHANGE]

Section 3. Training

The Company may require that an employee attend up to four (4) training sessions per year. Such training shall take place within a radius of ten (10) miles of the employee's assigned work location. **T/A**

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 2013~~ **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. **T/A**

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.

[Subject to grant of part-time sick leave - See Economics.] **T/A**

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**17** unless otherwise set forth in the current Supplement and/or Rider. **T/A**

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 [NO CHANGE]

Section 7. Termination of Seniority [NO CHANGE]

ARTICLE 13. HOURS OF WORK, WORK DAY, WORK WEEK, OVERTIME, AND SCHEDULING

All full-time employees covered by this Operational Supplement as of ~~June 6, 2008~~**the date of ratification** 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. The standard workweek shall be forty (40) hours per week, and the standard guaranteed workday shall be eight (8) hours per day, five (5) consecutive days Monday through Friday unless provided differently in a Supplement and/or Rider**, except for those employees working weekend bids pursuant to and to the extent permitted by this Article.** **T/A**

Effective on the date of ratification of this Agreement, the Company can use up to 10% (partial fractions shall be rounded down if less than or equal to .500 and up if more than .500) but no less than one (1) of the full-time bidded positions for Sunday through Saturday workweek, however such bids shall be for five - 8 hour consecutive days and require two (2) consecutive days off. (For example, a shift with Thursday-Monday work and Tuesday-Wednesday off.) Only additional full-time bidded positions above the number of red-circled bidded full-time positions in place as of the date of ratification on a station by station basis created through growth can be used to make up the 10% (or minimum 2). Furthermore, if the total number of full-time Monday through Friday bidded positions drops below the red-circled number of bidded full-time positions at a station ("red-circled by number"), the Company shall be prohibited from using any of the weekend bids at that station. **T/A**

In the event the employer increases the number of full-time Monday-Friday bidded positions by 5% (from the date of ratification) at any location and maintains that level for more than 30 consecutive days, and so long as it is maintained, it may add an additional 5% (total 15%; partial fractions shall be rounded down if less than or equal to .500 and up if more than .500) to the number of full-time bidded positions for the Sunday through Saturday workweek bids.. **T/A**

If any full-timer working a bid covering a weekend day is not available on his normal weekend shift, the Saturday shift shall first be offered to regular Monday through Friday full time employees who were guaranteed 40 straight time hours work opportunity but who did not

avail themselves of such opportunity and were not compensated, provided that such employee notifies management of his/her desire to work as a Saturday replacement employee by noon on Friday. Next the Company shall offer replacement opportunities to non-scheduled employees by strict seniority unless otherwise set forth in the applicable Local Rider. Any weekend work above and beyond the regular bids shall be offered in seniority order to regular employees at applicable overtime rates. T/A

Furthermore, in locations where the 40 hour guarantee is in effect, employees on the full-time seniority list (including those holding open full-time positions) as of the date of ratification shall not be required to work on weekend bidded position. T/A

Section 2. Part-Time

Unless a Supplement and/or Rider provides differently, such employee shall be guaranteed four (4) hours work per day, ~~if worked over four (4) hours, part-time employees shall be guaranteed eight (8) hours for that day.~~**and overtime shall be paid to part-time employees at the rate of time and one-half (1.5x) for all hours worked in excess of five (5) hours in any one (1) day**. Part-time positions shall be bid and employees placed on the seniority list. Part-time employees shall be guaranteed a weekly minimum of twenty (20) hours of work. Vacations, Holidays, Sick Leave and Funeral Leave shall be applied to part-time employees on a pro-rata basis. Vacation pay shall be computed the same as a regular employee. The Employer may utilize four (4) hour casuals to replace absent part-time employees. **T/A**

Section 3. Overtime [NO CHANGE]

Section 4. Meal Break & Rest Periods [NO CHANGE]

Section 5. Assignment of Overtime [NO CHANGE]

ARTICLE 14. ELIGIBILITY REQUIREMENTS FOR HOLIDAY PAY
[MODIFY CONSISTENT WITH NATIONAL ECONOMIC SETTLEMENT]

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. **T/A**

[Subject to grant of part-time Vacations Entitlements - See Economics.] T/A

ARTICLE 16. STEWARDS [NO CHANGE]

ARTICLE 17. DISCIPLINE AND DISCHARGE
[NO CHANGE]

ARTICLE 18. WAGES
[MODIFY CONSISTENT WITH NATIONAL ECONOMIC SETTLEMENT]

ARTICLE 19. HEALTH AND WELFARE
[MODIFY CONSISTENT WITH NATIONAL ECONOMIC SETTLEMENT]

ARTICLE 20. PENSION
[MODIFY CONSISTENT WITH NATIONAL ECONOMIC SETTLEMENT]