

**Local 745 Dock-Shuttle Local Rider**  
**Effective**  
**April 1, 2008 to March 31, 2013**

This Agreement is entered into by and between DHL EXPRESS (USA), INC. (hereinafter the "Company", "Employer" or "DHL"), the Teamsters DHL National Negotiating Committee ("TDHLNNC"), and LOCAL UNION NO. 745, affiliated with THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS (hereinafter "Union"). 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 Pickup and Delivery 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 dock-shuttle employees represented by the Union and approved in writing by TDHLNNC 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 dock-shuttle employees represented by the Union.

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**

### **Section 1.**

If terms and conditions in this Local Rider are greater than those in the National Agreement or Pick-up and Delivery Operational Supplement, the Local Rider shall prevail.

### **Hours/Shifts**

The Company may utilize five (5) eight (8) hour or four (4) ten (10) hour shifts or any combination of hours that is mutually agreed to between the parties.

### **Section 2. Employees Covered**

Employees covered by this Agreement shall be construed to mean any driver operating a truck tractor, passenger, or any other vehicle operated for transportation purposes when used to defeat the purpose of this Agreement, Forklift Operators and Dockmen.

## **ARTICLE 23**

### **Section 1. Probationary Employees**

A probationary employee, being considered for regular employment, shall work under the provisions of this Agreement, but shall be employed only on a thirty (30) day trial basis, during which period he/she may be discharged without further recourse; provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminate against Union members.

The Union and the Employer may agree to extend the probationary period for not more than thirty (30) days, but the probationary employee must agree to the extension in writing.

A probationary employee who is terminated by the Employer during the probationary period and is then worked again at any time during next full twelve (12) months at any of that Employer's locations within the jurisdiction of the Local Union covering the terminal where he/she first worked, shall be added to the regular seniority list with a seniority date as of the date that person is subsequently worked.

Probationary employees shall be paid at the new hire rate of pay during the probationary period; however, if the employee is terminated by the Employer during such period, he/she shall be compensated at the full contract rate of pay for all hours worked retroactive to the first day worked in such period.

## **Section 2. Casual Employees**

Notwithstanding any contrary provision in Article 11, Section 2 of the Pickup and Delivery Operational Supplement (“Use of and Performance of Bargaining Unit Work by Personnel Other Than Full-Time Seniority Employees”), the following provisions shall apply.

Casual employees shall only be used to supplement a regular shift and will be terminated not later than the regular shift they are supplementing. No casual employee may work past the end of the shift he/she is supplementing or replacing. Casuals shall not work overtime on the shift unless all regular employees working the shifts they are supplementing or replacing have been offered overtime, regardless of the work being performed. The only exceptions to this would be if the casual has worked past their sixth (6<sup>th</sup>) hour, he/she may complete his/her eight (8) hours or unless there are no regulars on the same shift in the same area of the city.

Each casual employee shall be guaranteed four (4) hours' pay when called to work. If, however, the employee works more than six (6) hours, the employee shall be guaranteed eight (8) hours' pay and may complete eight (8) hours of work. The employee may be called to work more than one time each day, such as morning and evening, if used to supplement regular crews.

A casual employee is an individual who is not on the regular seniority list and who is not serving a probationary period. A casual may be either a replacement casual or a supplemental casual as hereinafter provided.

Casuals shall not have seniority status. Casuals shall not be discriminated against for future employment.

Replacement casuals may be utilized by the Employer to replace regular employees when such regular employees are off due to illness, vacations, or other absence, and shall not be counted in the computation of adding employees to the regular seniority list. In order for the Employer's utilization of replacement casuals not to be counted in the computation of adding employees to the regular seniority list, the replacement casual must work the shift of the regular employee or within two (2) hours of said regular employee's shift.

When the absence of a regular employee continues beyond three (3) consecutive months, a replacement casual shall not thereafter be used to fill that absence unless the Employer and the Local Union mutually agree to the continued use of a replacement casual.

Supplementary casuals may be used to supplement regular crews and for each six (6) man-hours worked per day during any thirty (30) days of such two (2) calendar month period the Employer will add a regular employee. The Employer shall have the right of selection of the employees to be added

to the seniority list.

Casual employees shall not accrue seniority. The selected casual employee seniority date shall be the date of his/her selection, however, when the Local Union and the Employer agree that casuals have qualified under the provisions of this Agreement the Employer must add the selected employees to the regular seniority list within fourteen (14) calendar days.

A casual employee working over eight (8) hours per day and/or forty (40) hours per week for the same Employer shall receive the applicable rate of pay.

Casual hours worked in parallel shall not be considered as man hours worked to qualify for regular employment as provided above.

A monthly list of all casuals (supplemental or replacement) and/or probationary employees used during that month shall be submitted to the Local Unions by the tenth (10th) day of the following month. Such list shall show:

- (a) The employee's name, address, telephone number and social security number,
- (b) The dates worked,
- (c) The classification of work performed each day, and the hours worked; and,
- (d) The name, if applicable, of the employee replaced.

This list shall be compiled on a daily basis, and shall be available for inspection by a Union representative and/or shop steward.

### **Section 3.**

The Employer agrees not to establish qualifications for employment for the purpose of evading the terms of this Agreement or discriminating against Union members. Violation of this provision shall be subject to the grievance procedure set forth in Article 7 ("Grievance and Arbitration Procedure") of the National Agreement.

### **Section 4.**

Subterfuge or abuse of this Article is subject to the grievance procedure set forth in Article 7 ("Grievance and Arbitration Procedure") of the National Agreement.

## **ARTICLE 24. SENIORITY**

The following provisions are in addition to the seniority provisions in Article 13 of the Pickup and Delivery Operational Supplement ("Seniority, Layoff & Recall"). In addition to the provisions of Article 13, Section 7 of the Pickup & Delivery Operational Supplement, an employee's seniority shall be broken by absence from work for a ninety-six (96) hour period after proper notice from the employer (the ninety-six (96) hour notice excludes Sundays and all holidays, including non-contractual holidays when the United States Postal Service is officially closed). The ninety-six (96) hour period shall begin with the day following the postmark of proper notification.

### **Section 1. Seniority Rights for Employees Shall Prevail**

The Employer will maintain a list of overtime hours worked at each terminal and make the list available to the job steward and/or Local Union upon request. All employees (regular and casual) performing work in terminals of twenty (20) employees or less would afford the employer two (2) hours per employee of exempt overtime. All employees (regular and casual) performing

work in terminals of more than twenty (20) employees would afford the employer one (1) hour per employee of exempt overtime. The overtime hours worked by all employees will be totaled daily, the exempt hours will be subtracted, and all remaining overtime hours will be considered excessive overtime. For every eight (8) excessive overtime hours worked, one (1) additional day will be counted towards returning a laid off employee back to regular status under Article 13, Section 6 of the Pickup and Delivery Operational Supplement (“Seniority, Layoff & Recall – Recall”). There will be no pyramiding of actual days worked by laid-off employees and additional days added under the excessive overtime hours.

Section 1a. The parties agree that the proper procedure to be followed when an employee refuses a work order is:

When an employee refuses a direct work order by a supervisor, not in violation of the law or this contract, he/she will be given a written warning for his/her refusal, stating that he/she has a ten (10) minute cooling off period to reconsider his/her refusal (such as calling a job steward and/or Business Agent for counsel) and that continued failure to perform the work may result in his/her complete loss of seniority.

If the employee continues to refuse the work order after the ten (10) minute cooling off period, he/she may be subject to complete loss of seniority and immediately taken out of service.

Subterfuge of this Article will be subject to the grievance procedure set forth in Article 7 (“Grievance and Arbitration Procedure”) of the National Agreement and any violation will be counted towards returning a laid off employee to active status.

## **Section 2. Layoff and Recall**

If the Employer elects to lay off an employee due to the necessity of reducing the work force, the Employer shall notify the employee prior to the end of the employee’s workweek by hand delivery and/or certified mail with a copy of the layoff letter being sent to the Local Union by regular mail or delivery. In lieu of proper layoff, an employee will be paid a maximum of two (2) days’ pay.

In no event shall the layoff notice reduce the employee’s weekly guarantee for that workweek. No notice shall be required if the layoff is caused by the unauthorized work stoppage or strike of any IBT Union.

Regular employees being laid off at the end of their workweek will be eligible for work at .01 a.m. the day following the employees’ layoff provided the employee has been off at least eight (8) hours and provided the employee is qualified to perform the required duties. All days worked in the week of layoff will be at the straight time hourly rate of pay.

A junior employee may complete his/her workweek when it extends beyond a senior employee’s workweek.

Regular employees on layoff status shall have seniority over probationary and casual employees and shall be returned to the regular payroll when eight (8) man-hours per day are worked in any five (5) out of seven (7) days, or ten (10) straight time man-hours per day are worked in any four (4) out of seven (7) days.

In the event of layoff, an employee so laid off shall be given two (2) weeks' notice of recall by certified mail to his/her last known home address.

The employee must notify the Employer within seven (7) days of his/her intent to return to work. Failure to notify the Employer within seven (7) days of his/her intent to return to work shall result in the loss of all seniority rights. The employee must report for work within fourteen (14) days from the date of recall. Failure to report within fourteen (14) days shall result in the loss of all seniority rights. The above time limits shall begin with the day following the postmark of the certified letter of recall.

### **Section 3.**

In all cases where the physical fitness or ability to perform the required work are equal, seniority rights shall govern. The Employer has the right to discipline or transfer an employee or employees in the same classification, to instruct and direct the work, manage the terminals and docks and assign its equipment, and to make rules and regulations for the conduct of its business, not to conflict with the terms of this Agreement. Any pre-employment orientation/training that involves bargaining unit work shall be paid for at the appropriate contractual rate of pay based on classification, however; no classroom training will exceed two (2) days.

Any new technology introduced by the Employer, employees will be trained and paid at the full contractual rate of pay.

In those instances where the employees are not qualified in all classifications, due to inability to perform the required work, the Employer will allow the employees to practice on their off-time, on Company equipment and/or facilities, to become qualified. The Company reserves the right of scheduling the practice periods of the employees.

The Company and the Union shall jointly establish a reasonable period of time for the employees to qualify. Any dispute involving an employee not making a reasonable effort to qualify shall be subject to the grievance procedure.

Recognizing the need for qualified drivers, all employees who are qualified or have been qualified to drive must remain qualified unless physically prohibited from doing so.

The provisions of the Article shall not apply to any regular employee who cannot qualify because of physical fitness.

All new positions or permanent vacancies will be promptly bulletined at the Company terminal for a period of five (5) working days. Qualified employees desiring such positions shall file application in writing with the designated office of the Employer within five (5) working days. Such assignment will be governed by the seniority of the applicants, as above outlined. Assignments shall be made within five (5) work days after the closing of bidding. Employees assigned to positions on the effective date of this Agreement or assigned thereafter will not be permitted to transfer to another position until such time that a vacancy or new position exists.

### **Section 4. Bulletining of Jobs**

#### **General Bidding**

All new positions or permanent vacancies will be promptly bulletined at the Company terminal for a period of five (5) working days. Qualified employees desiring such positions shall file application in writing with the designated officer of the Employer within five (5) work days. Such assignment will be governed by seniority of applicants, as above outlined. Assignment will be made within five (5) working days after the closing of bidding.

If any employee is not at work due to any type of leave during the duration of the posted terminal bid, (i.e. start to finish), upon return to work, the employee shall bump in where seniority prevails.

Bids shall be posted for no less than seven (7) working days.

An employee shall be given seven (7) days notice prior to a change on a bid shift being held by such.

The bulletining of positions or vacancies shall consist of the number of days, classifications, the rate of pay, the days to be worked and the starting time, which shall be the same time each day of the assignment except that on two (2) days of the assignment such starting time may be two (2) hours either before the regular starting time or on two (2) days two (2) hours after the regular starting time, but the bulletining of such positions shall specify the starting time on each day of the assignment.

#### **Section 5.**

All bids shall be posted at least one (1) time in the month of April and one (1) time in the month of October, and no later than the fifteenth (15<sup>th</sup>) of the aforementioned months, unless otherwise agreed to between the parties to this agreement. The Employer shall furnish a copy of the bid posting to the Union.

#### **Section 6.**

The assignment of equipment, routes, or work within a particular classification shall not be subject to seniority or bid except that employees bidding on driving jobs will be allowed to select whether or not they will drive a trailer or a straight truck.

The right to select a trailer or a straight truck shall not be operative in those cases where it will result in the disqualification of another bid driver as a bid driver. In posting jobs for drivers, the Employer is not required to break bids down into classification of trailers or straight trucks.

Drivers on normally assigned routes will be assigned trailers according to the requirements of the terminal operation and customer needs. Should two (2) or more trailers be needed on the same route, seniority will have choice of short or long trailers. For all other drivers, seniority will prevail in choice of short or long trailers providing dispatch times are the same.

#### **Section 7.**

The Employer is permitted to make and enforce any reasonable Company rules which do not conflict with the provisions of this Agreement. All such rules shall be posted for a period of fourteen (14) days and the Local Union shall be furnished a copy of such rules prior to posting. If no protest in the form of a written grievance is filed by the Local Union during the fourteen (14) day period, the rules shall become effective. If a protest is filed, the rule or rules protested must

be removed from the bulletin board and shall not become effective until approved by the Grievance Committee.

However, such protest shall be handled pursuant to the Grievance procedure set forth in grievance procedure set forth in Article 7 (“Grievance and Arbitration Procedure”) of the National Agreement.

However, such protest must be heard at the next scheduled DHL Regional Joint Grievance Committee Meeting.

## **ARTICLE 25. GRIEVANCE PROCEDURE**

The Union may elect to utilize the Southern Multi-State Panel as the "state panel" referenced in Article 7, Section 2 of the National Agreement. Such election shall be binding on the Union for the duration of this Agreement. In staffing this panel, the Employer retains its option to utilize MCLAC or DHL management from outside the region for its side of the panel. Notwithstanding the provisions of Article 7, Section 2 of the National Agreement, the Union may elect to skip Step 2 of the grievance procedure and docket a grievance at the Southern Multi-State Panel if the parties fail to resolve a grievance after following the procedures of Step 1 of the grievance mechanism. If the grievance is deadlocked at the Southern Multi-State Panel, the parties will proceed with Steps 3 and 4 of the grievance procedure set forth in Article 7, Section 2 of the National Agreement.

## **ARTICLE 26. ABSENCE**

### **Section 1. Time Off for Union Activities**

The Employer agrees to grant the necessary time off, without discrimination or loss of seniority rights and without pay to any employee designated by the Union to serve in any capacity on other official Union business provided forty-eight (48) hours written notice is given to the Employer by the Union, specifying length of time off. The Union agrees that in making its request for time off for Union activities, due consideration will be given to the number of employees affected in order that there shall be no disruption of the Employer’s operation due to lack of available employees.

### **Section 2.**

Any employee desiring leave of absence from his/her employment shall secure written permission from both the Union and Employer. The maximum leave of absence shall be for ninety (90) days and may be extended for like periods. Permission for same must be secured from both the Union and Employer. 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 employee involved.

Inability to work because of proven sickness or injury shall not result in the loss of seniority rights.

If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required full weekly Local 745 Dock-Shuttle Local Rider

contributions into the Health and Welfare and Pension Funds during the period of absence before the leave may be approved by either the Local Union or the Employer.

### **Sick/Personal Leave**

Effective April 1, 2008, part-time employees on the seniority list on the date of ratification of this Agreement and all full-time employees shall accumulate five (5) sick/personal leave days per year. Compensation for sick/personal leave will be based on the hourly shift the employee is working at the time of the absence, not to exceed forty (40) hours for each contract year.

## **ARTICLE 27. DISCHARGE OR SUSPENSION**

The cardinal infractions for this local rider are: dishonesty; using or being under the influence of alcoholic beverages, narcotics, or drugs while on duty; failure to submit to a sobriety/drug test, upon request, if the employee appears to be under such influence; carrying or permitting the carrying of drugs or narcotics on the employee's person or equipment that is prohibited by state or federal law, possession of alcoholic beverages, drugs or narcotics on Company property or equipment, drinking alcoholic beverages, using drugs or narcotics, on company property; a serious preventable accident while on duty, the carrying of unauthorized passengers; the failure to report an accident; willful damage or destruction of company property or equipment; engaging in unprovoked physical violence while on Company property or on duty; outrageous conduct as determined by the Grievance Committee; or failure to comply with the drug/alcohol testing procedures in Article 23 of the National Agreement (“Special Licenses and Drug/Alcohol Testing”).

Notwithstanding the provisions of Article 18, Section 1.C of the Pickup & Delivery Operational Supplement, warning notice(s) or suspensions shall not remain in effect to support further progressive disciplinary action for a period of more than six (6) months.

## **ARTICLE 28. EXAMINATIONS AND IDENTIFICATION FEES**

Refer to Article 23 of the National Agreement (“Special Licenses and Drug/Alcohol Testing”).

## **ARTICLE 29. PAY PERIOD**

Refer to Article 13 of the National Agreement (“Pay Period”).

## **ARTICLE 30. HEALTH AND WELFARE**

In accordance with the PU & D 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.

[Language to be inserted]

## **ARTICLE 31. PENSION**

In accordance with the PU & D Operational Supplement, the Company will continue to participate in the current 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.

[Language to be inserted]

## **ARTICLE 32. VACATIONS**

Part-time employees on the seniority list on the date of ratification of this Agreement and all full-time employees are eligible for vacations as follows.

### **Section 1. One Week**

A vacation of one (1) week shall be granted with pay to all employees covered by this Agreement who have worked for the Employer for a period of one year or more.

### **Section 2. Two Weeks**

A vacation of two (2) weeks shall be granted with pay to all employees covered by this Agreement who have worked for the Employer for a period of two years or more.

### **Section 3. Three Weeks**

A vacation of three (3) weeks shall be granted with pay to all employees covered by this Agreement who have worked for the Employer for a period of eight years or more.

### **Section 4. Four Weeks**

A vacation of four (4) weeks shall be granted with pay to all employees covered by this Agreement who have worked for the Employer for a period of fifteen years or more.

### **Section 5. Five Weeks**

A vacation of five (5) weeks shall be granted with pay to all employees covered by this Agreement, who have worked for the Employer for a period of twenty years or more.

### **Section 6. Six Weeks**

A vacation of six (6) weeks shall be granted with pay to all employees who have worked for the Employer for a period of thirty years or more; provided however, at the option of the employee,

the employee shall either take the fourth (4<sup>th</sup>), fifth (5<sup>th</sup>), and/or sixth (6<sup>th</sup>) week of vacation or shall take only three (3) weeks and receive compensation for the fourth (4<sup>th</sup>), fifth (5<sup>th</sup>), and sixth (6<sup>th</sup>) weeks of vacation. The employee shall not be allowed to work the fourth (4<sup>th</sup>), fifth (5<sup>th</sup>) and sixth (6<sup>th</sup>) week of vacation if any qualified employee is on layoff.

### **Section 7.**

At least fifteen percent (15%) of the employees at the terminal involved shall be permitted to take their vacation at the same time.

Vacations maybe taken in increments of one (1) week at a time.

It is further agreed that an employee may take one week of his/her earned vacation (five (5) days total), one (1) day at a time if the employee has earned two (2) weeks of vacation. An employee may take two weeks of his/her earned vacation (ten (10) days total), one (1) day at a time if the employee has earned three (3) weeks or more vacation. At least forty-eight (48) hours notice will be required (except by mutual agreement) and the Employer will verify the request, forty-eight (48) hours prior to the requested vacation day(s). The number off will be subject to the fifteen percent (15%) provision in Section 7 and the fifteen percent (15%) provision in Section 9. Seniority will control when more requests are made than can be permitted to be off and one (1) week increments will take priority over day(s). During the forty-eight (48) hours prior to vacation day(s), no bumping will be permitted.

When the employee takes the first (1<sup>st</sup>) day of such daily vacation, he/she will be paid for a full week vacation. However, if the employee makes a written request, at the time of scheduling such one (1) day vacation, he/she will be paid for such day(s) with his/her check for the week in which the vacation day(s) fall and such day(s) shall be included in the above mentioned fifteen percent (15%).

Time lost due to sickness or injury shall be considered days worked but shall not be included in the computation to determine average daily earnings. This shall not apply where an employee has been off due to sickness or injury more than fifty percent (50%) of the workdays during the year.

### **Section 8.**

All employees presently receiving a forty hour guarantee for vacation shall be paid five (5) hours in addition to the forty (40) hours guarantee for each week of vacation due them at the applicable hourly rate.

### **Section 9.**

It is understood that during the first year an employee must have been employed for the full year, exclusive of injury or sickness, in order to be entitled to a vacation. During the second subsequent years the employee must have worked sixty percent (60%) of the total working days of the year, but need not be employed for the full year to be eligible for vacation. In determining the sixty percent (60%) of days worked, include all paid days such as holiday pay, vacation days,

sick/personal leave, jury duty, funeral leave, in the respective year of vacation accrual. No more than one (1) vacation may be earned between anniversary dates of employment.

Vacation which has been accrued can be taken consecutively with vacation that has been earned on sixty percent (60%).

An employee working ten (10) hour shifts will accumulate days toward vacation in the following manner:

One (1) day worked	One (1) days credit
Two (2) days worked	Two (2) days credit
Three (3) days worked	Four (4) days credit
Four (4) days worked	Five (5) days credit

Past practice shall prevail both as to the time of taking vacation and the number of employees entitled to be off on vacation at any time provided that a minimum of fifteen percent of the total number of employees by classification shall be permitted to go on vacation between May 1<sup>st</sup> and October 1<sup>st</sup> each year.

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 33. HOLIDAYS**

The following holidays will be observed: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day, Christmas Day, the employee's birthday, employee's anniversary date and "Victory in Europe" (VE) and "Victory in Japan" (VJ) Days, if either be declared a National holiday by the US Government.

Double the regular hourly rate of pay shall be paid to regular employees for all work performed on the above named holidays in addition to the regular hourly guarantee which the employee receives for not working on the named holidays. Regular assigned employees will not be required to work on a holiday if extra employees are available and the rate of pay for such extra employees will be the regular hourly rate of pay. If a holiday falls outside of a workweek of an employee receiving a ten (10) hour daily guarantee, employee shall be paid eight (8) hours.

Regular employees shall not be required to work extra hours to offset holiday hours, but if he/she is required to work on a holiday he/she shall receive a minimum of six (6) hours guarantee at double time the regular hourly rate of pay plus the eight (8) hour guarantee at the regular hourly rate of pay which he/she receives for not working.

No deduction shall be permitted from regular assigned employees' weekly guarantee for observance of a holiday but he/she shall receive his/her regular weekly guaranteed wage plus any overtime work he/she might perform.

When any holiday falls within the period of an employee's paid vacation, such holiday or holidays shall be paid in addition to their vacation pay.

A regular employee on layoff status shall be paid eight (8) hours for holiday pay in the event the holiday occurs during the first thirty (30) day period that he/she is on layoff status whether or not any work is performed.

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

## **ARTICLE 34. PAID-FOR TIME**

### **Section 1. General Section**

All employees covered by this Agreement shall be paid for all time spent in the service of the Employer. Rates of pay provided for by this Agreement shall be minimums. Time shall be computed from the time that the employee is ordered to report to work and registers in and until the time he/she is effectively released from duty.

The employee will be entitled to two (2) ten (10) minute breaks per shift.

### **Section 2. Call-back Time**

Any regular employee called back to work after having completed his/her regular assignment for that day shall be guaranteed six (6) hours pay at the applicable hourly rate of pay.

### **Section 3. Meal Period**

Employees shall, except by mutual agreement, take at least one continuous period for meals but not less than thirty (30) minutes nor more than one (1) hour in any one day. No employee shall be compelled to take more than one continuous hour during such period nor compelled to take any part of such continuous hour before he/she has been on duty three (3) hours or after he/she has been on duty six (6) hours. An employee, required to work during the three (3) hour period set forth above without lunch shall receive his/her regular hourly rate of pay for such lunch period in addition to the applicable contractual pay provisions; but this provision shall not apply if the employee elects to take a lunch period before the third (3<sup>rd</sup>) or after the sixth (6<sup>th</sup>) hour.

## **ARTICLE 35. WAGES**

### **Section 1. Wages and Hours**

The guaranteed workweek for full-time employees shall be forty (40) hours per week, five (5) consecutive days with a daily guarantee of eight (8) hours per day, time and one-half (1½) after eight (8) hours per day and/or forty (40) hours per week.

The above guarantee may be broken in the event of an Act of God, or any other circumstance beyond the control of the Employer, however, any day(s) lost may be made up by the employee

on a regularly scheduled off day ahead of casuals or laid-off employees within a thirty (30) day period.

The parties hereto recognize, however, that because of changing conditions of employment, it may be mutually beneficial to both the Employer and the employees to establish a four (4) ten hour day workweek, time and one-half (1½) after ten (10) hours per day and/or forty (40) hours per week. The Employer may establish by proper bid four (4) consecutive days of ten (10) hours each, or four (4) days of ten (10) hours each with two (2) consecutive off days.

If established by the Employer, a minimum of ten percent (10%) of the number of employees in any classification must be bid.

Such bids may be canceled at any time by the Employer without regard to Article 1, Section 2 of the Pickup and Delivery Operational Supplement (“Maintenance of Standards – Local Standards”). Further, the DHL Regional Joint Grievance Committee is specifically authorized upon proper complaint filed by the affected Local Union that this provision is being abused, to cancel such bids of any Employer.

Time and one-half (1½) the applicable hourly rate of pay shall be paid for all work performed on the sixth (6<sup>th</sup>) day and double time for the seventh (7<sup>th</sup>) day.

The workweek shall be Sunday through Saturday subject to the above provisions.

If an employee has a legitimate reason for not working overtime, he/she must notify the Company in writing prior to the start of his/her shift. In such event the Employer shall make a reasonable effort to honor the employee’s request.

**Section 2. Rates of Pay**

The hourly rates of pay shall be as follows:

**Full-Time Rates**

	<u>4/1/08</u>	<u>10/1/08</u>	<u>4/1/09</u>	<u>4/1/10</u>	<u>4/1/11</u>	<u>10/1/11</u>	<u>4/1/12</u>	<u>10/1/12</u>
Checker	\$ 22.48	\$ 22.83	\$ 23.23	\$ 23.68	\$ 24.08	\$ 24.53	\$ 24.98	\$ 25.48
Driver	\$ 22.48	\$ 22.83	\$ 23.23	\$ 23.68	\$ 24.08	\$ 24.53	\$ 24.98	\$ 25.48
Switchman (Hostler)	\$ 22.48	\$ 22.83	\$ 23.23	\$ 23.68	\$ 24.08	\$ 24.53	\$ 24.98	\$ 25.48
Forklift Operator	\$ 22.48	\$ 22.83	\$ 23.23	\$ 23.68	\$ 24.08	\$ 24.53	\$ 24.98	\$ 25.48
Dockman	\$ 22.36	\$ 22.71	\$ 23.11	\$ 23.56	\$ 23.96	\$ 24.41	\$ 24.86	\$ 25.36

**Entry Rates (New Hires)**

Effective April 1, 2008, all regular full-time employees hired on or after the date of ratification of this Agreement or employees who are in progression shall receive the following hourly rates of pay:

- (a) Effective first (1<sup>st</sup>) day of employment - seventy-five percent (75%) of the current rate.
- (b) Effective first (1<sup>st</sup>) day of employment plus one (1) year - eighty percent (80%) of the current rate.
- (c) Effective first (1<sup>st</sup>) day of employment plus eighteen (18) months - ninety percent (90%) of the current rate.
- (d) Effective first (1<sup>st</sup>) day of employment plus two (2) years - one hundred percent (100%) of the current rate.

The above rates of pay shall not apply to casual employees.

The "current rate" is the applicable hourly rate of pay for the job classification.

### **Part-Timers Hired After April 1, 2008**

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

For part-timers hired after April 1, 2008 who perform any of the limited PM driving, the part-time rate shall be \$2 an hour more than the part-time non-driving rate. If they perform driving duties any portion of the day, they shall receive this drivers' rate for all time worked that day.

### **Section 3. Unassigned Employees**

The Employer may use the youngest fifteen percent (15%) of the total regular employees (at least one (1) at each terminal) as unassigned employees. These unassigned employees shall work under all the conditions of and guarantees of this Agreement, except their workweek shall be any five (5) days from Sunday through Saturday. These employees may be worked on any day during the workweek to make up their weekly guarantee. There shall be no split shift allowed. Unassigned employees shall be advised at the end of their workday when next to report to work, and reporting times shall be chosen in order of their seniority. Unless otherwise mutually agreed by the parties hereto. Extra employees shall not be worked on days that unassigned employees do not work, unless unassigned employees are offered the work and reject the same, and are unavailable (this does not apply to premium days and/or overtime work of the unassigned employees).

Unassigned employees will not be forced to work after completing their forty (40) hour guarantee, including holiday pay, provided they give the Employer written notice no later than the beginning of his/her workweek.

Within thirty (30) days after ratification of the Agreement, the Local Union shall take a vote of the employees in those locations where unassigned employees are applicable to determine if the majority of the employees desire to have the unassigned positions posted for bids, or to have the youngest fifteen percent (15%) as unassigned.

The results of this one-time vote shall remain in effect for the life of this Agreement. The Local Union shall notify the Employer, in writing, as to the outcome of the vote.

If the employees by majority vote elect to bid the unassigned positions, the applications and interpretations of the previous contracts shall remain in effect.

Should the employees, by majority vote, elect to have the youngest fifteen percent (15%) as unassigned the following shall apply:

- (a) An unassigned employee's classification, on a daily basis, shall be determined by his/her first (1<sup>st</sup>) job assignment and he/she shall be dovetailed into that classification for the day's work, as a driver or checker.
- (b) Where unassigned employees are used as supplements ten (10) consecutive workdays at the same start time, or within one (1) hour of the same start time, the Employer shall post a new bid for that start time.
- (c) By making the bottom fifteen percent (15%) of the regular employees unassigned, the following would apply in the event of layoffs:
  - (1) Employees with bid shifts could be notified, at the time of layoff of unassigned employees, that they fell within the bottom fifteen percent (15%) group and would become unassigned beginning the following Sunday.
  - (2) When employees were recalled to work, the employees on previous bids above the fifteen percent (15%) would go back on their old bid.

#### **Section 4.**

There shall be no split shifts for regular employees at any time, except as provided in the "split shifts" letter agreement.

#### **Section 5.**

Overtime shall not be used in making up the weekly guarantee for regular employees.

#### **Section 6.**

There shall be a minimum weekly guarantee of the number of hours pay set out in Article 14, Section 1A and 1B of the Pickup and Delivery Operational Supplement ("Hours of Work, Work Day, Work Week, Overtime, and Scheduling"), for all regular employees covered by this Agreement at their respective hourly rates of pay. The weekly guarantee shall not apply on absence on the part of the employee.

In the event a strike occurs in the jurisdiction of a Local Union, the employees affected by such strike in said Local Union shall not be entitled to the weekly guarantee.

### **Section 7. Work in Other Classifications**

When an employee is requested to do work in a higher rated classification, he/she shall receive the higher rate of pay for the entire day in which such work is performed. When an employee is requested to work in a lower rated classification, he/she shall receive his/her regular rate of pay for all such lower rated work performed. The Employer may utilize employees interchangeably in the various classifications.

### **Section 8.**

At no time will any employees with supervisory authority of the Employer signatory to this Rider be permitted to perform work covered by this Rider for their Employer or any other Employer signatory to this Agreement, except as provided in Article 8, Section 1 of the National Agreement (“Protection of Rights – Picket Lines: Sympathetic Action”). Violation of this clause will be a direct violation of this Agreement.

### **Section 9.**

Regular full-time employees on layoff status shall be guaranteed eight (8) hours' pay when called to work.

### **Section 10.**

When the starting time is changed the position shall be bulletined as a new position and the employees will be permitted to exercise their seniority. The Employer agrees that if it changes an employee's shift the employee will be given seven (7) days notice of such change prior to the effective date of the change.

### **Section 11.**

If the Employer elects to work regular employees on their sixth (6<sup>th</sup>) day, seventh (7<sup>th</sup>) day or on a holiday, seniority and qualifications shall prevail. If employees are called to work on their sixth (6<sup>th</sup>) day or seventh (7<sup>th</sup>) day, in addition to a regular bid shift, they may only exercise their seniority for towmotor, hostling or city driving, behind the regular bid shift employee.

### **Section 12.**

Where the Employer has satisfied the weekly guarantee set forth in Article 14 of the Pick-up and Delivery Operational Supplement (“Hours of Work, Work Day, Work Week, Overtime, and Scheduling”), such Employer shall be under no further obligation to an employee in regard to pay for the particular week, and shall not be obligated to offer such employee any overtime or premium pay work. Any employee who has broken his/her workweek for any reason shall not be entitled to claim any work occurring outside his/her scheduled workweek.

## **ARTICLE 36. FUNERAL LEAVE**

In the event of a death in the family (father, mother, wife, husband, brother, sister, son or daughter) a regular employee shall be entitled to a maximum of three (3) days off with pay to attend the funeral. In the event of a death of an employee's mother-in-law, father-in-law or spouse's brother or sister, a regular employee shall be entitled to one (1) day off with pay, to attend the funeral. A regular employee shall be entitled to three (3) days funeral leave during the period from and including the day of the death of the designated relative to and including the day

of the funeral, and at the option of the Employee he/she may take the day after the funeral with proper notification, if all other conditions set forth herein are met:

(1) To be eligible for funeral leave, the employee must attend or make a bona fide effort to attend, the funeral.

(2) Pay for compensable funeral leave shall be for the employee's regular shift at the straight-time hourly rate.

(3) Funeral Leave is not compensable when the employee is on leave of absence, vacation, bona fide lay-off, sick leave, holiday, Worker's Compensation, or jury duty.

(4) The relatives designated shall include brothers and sisters having one parent in common; and those relationships generally called "step", providing persons in such relationship have lived or have been raised in the family home and have continued an active family relationship.

In order to receive pay for time lost, the days involved must be days for which the employee would otherwise be compensated.

If the funeral is beyond three hundred fifty (350) miles of the home domicile, the employee could be paid if it falls on a compensable work day or one (1) day of the three (3) paid funeral leave days may be used the day after the funeral, if requested by the employee.

The employee shall be allowed to make up to two (2) additional days lost time on his/her off days ahead of casuals within thirty (30) days providing the employee attends the funeral and makes the request to the Employer. The request must be made as soon as the employee becomes aware of the funeral date. Casual hours worked to replace the absent employee will not count toward adding employees to the regular seniority list. Make-up days will be at the straight-time hourly rate.

### **ARTICLE 37. MOONLIGHTING**

The Employer shall not employ in any capacity any person who is otherwise regularly employed, provided, however:

(a) This provision shall not apply where the Employer is presently using otherwise regularly employed persons who have acquired seniority and are receiving all other benefits of the agreement including fringe benefits. Such persons may be continued in employment,

(b) The Employer may hire persons who are otherwise regularly employed if other manpower is not available. Disagreement as to availability shall be subject to the grievance procedure. Such persons shall receive all benefits they are entitled to under the Agreement.

(c) In the event of layoff employees who have regular outside employment shall be first laid off regardless of such employee's seniority standing unless such employee immediately terminates such outside employment. In the event there are two or more employees having regular outside employment, the Employer shall lay off the employees having the latest date of hire.

Any employee so laid off shall, as a condition of recall, terminate other regular employment which he/she may have, unless qualified for recall under paragraph (b) above.

Any employee employed under the terms of this Agreement who works a total of forty or more hours a week for one Employer covered by a Local Cartage or Road Agreement shall receive double time for all work in excess of forty (40) hours he/she works in a workweek from the second Employer for whom such hours excess of forty (40) is performed after the Employer is notified by the Local Union.

Employees hired prior to August 1964, or the effective date of the 1964 contract, having two (2) regular (even if part-time) jobs (acquired before August 1964) are protected insofar as their seniority under this Agreement with the following exceptions:

(1) If there is a layoff and employees working exclusively for a trucking company having seniority status would be laid off if the employee with the two regular or part-time jobs above continues to work, the individual above with two regular or part-time jobs would be laid off first unless the employee elected to give up the other outside job.

(2) If an employee with lesser seniority is laid off at the same time as the individual having two regular or part-time jobs and electing to keep both jobs, and there is a recall for additional employees, the employee having exclusive employment under this Agreement would be subject to recall first.

(3) The only time the employee with two (2) regular or part-time jobs would be subject to recall would be when all employees with seniority were returned to work and additional employees are needed, subject to paragraph (b), of this Article.

(4) This applies to regular or part-time employees with two (2) jobs.

(5) This shall not prohibit the Local Union and the Employer from working out mutual problems for the benefit of the parties concerned.

(6) The provisions of this Article shall not apply where a full-time employee with seniority in classification covered by this Agreement works on a second job on his/her off-days or off-nights outside of the trucking industry.

### **ARTICLE 38. LOCAL PRACTICES**

The Company will call employees remaining in-town while on vacation only after other employees have refused work, and then in seniority order.

The parties will continue the practice of not using preferential casuals.

The parties will continue the practice of using emergency vacation days, but such use of emergency vacation days will be counted as an "incident" for attendance purposes under the applicable attendance policy on a case-by-case basis.

### **ARTICLE 39. DURATION**

The term of this Side Letter 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. 745,  
affiliated with the International Brotherhood of  
Teamsters

BY \_\_\_\_\_

BY \_\_\_\_\_

TITLE

TITLE

## MEMORANDUM OF UNDERSTANDING REGARDING “AIR CONTAINERS”

It is understood and agreed between both parties that DHL Express and Local 745 must work together to enable the company to compete against strong competition in the overnight express market. It is critical that we be able to keep flexibility in the market to provide customers with their needs for overnight shipping. Critical to this aspect is the ability to make late pickups and get the freight moved expeditiously on the overnight aircraft, which have strict cutoffs and flight schedules. To continue growth in this market, DHL Express must be able to compete with the later pick up and departures that other companies in the industry now provide. Growth is critical to DHL Express to be successfully in the industry. Local 745 shares the benefits of the growth of DHL Express by added membership. It is also acknowledged by DHL Express that Local 745 must protect the work performed by bargaining unit employees.

To this end, the following memorandum of understanding is written and agreed to.

### Definitions:

**Truck containers** – Truck containers were developed by DHL Express as a means of transporting shipments in lieu of skidding the freight. This provided a more secure system, with less damage and easier to handle movement of the container than skid. They are also less costly as you do not have to keep buying new skids and shrink-wrap. These are commonly referred to as “blues.” This was the original color of the container.

**Auto stackable containers** – These were also developed to be used in lieu of skids. These collapse when not in use for easier storage. Again they are made to protect the freight from damage and more secure and easier to handle than skids and also more cost effective, as you do not have to purchase shrink-wrap.

**Air containers** – These are containers specifically built to fly on DHL Express aircraft. They are easy to move around as they are on wheels, secure the freight better with less damage, and can be loaded with less ground equipment than traditional A containers used by airlines. This is because they are made to be loaded through passenger doors of aircraft instead of cargo doors and need less ground equipment.

It is agreed as follows:

1. This agreement will have a 60-day window from sign off to be amended by either party or to be canceled by either party. All of which is subject to the grievance procedure.
2. Truck loaded containers or auto stackable containers only can be loaded by contractors at DHL Express facility if they are going to a customer, and only after the freight is tendered to the Independent Contractor by bargaining unit employees as is currently done. This is a clarification of existing practice.
3. Freight containers loaded by contractors on DHL Express docks will be transported by bargaining unit employees from the belt to the contractor’s truck. Freight containers returned to DHL Express docks by contractors will be staged by the contractor at the rear of the trailer, whereby they will be tendered to the bargaining unit.

4. All freight containers loaded at customer sites will be delivered to the effected geographic DHL Express terminal where the containers will be tendered to the bargaining unit. The truck containers, after being tendered to the bargaining unit, will be broke out and scanned as usual. There will be no cross docking of truck containers.
5. Second day service freight loaded in containers on DHL Express station docks going to the Wilmington sort center or to DHL Express truck hubs will be done by the bargaining unit.
6. Air containers can be loaded at customer docks by independent contractor with the following restrictions:
  - Air containers loaded on the customer dock should be on the final sweep for pick up.
  - At locations where air containers are loaded by independent contractors, a pick up will be done 150 minutes prior to final pull from customer site. This will ensure only final sweep shipments are loaded in air containers.
  - For select customers where late pickup flexibility or other requirements such as security is needed to compete with competition or customer need, a maximum number of air containers may be moved to the geographic DHL Express location nearest the customer, where the air containers will be tendered to the bargaining unit either by cross docking containers to DHL Express trailers where the bargaining unit will then transfer containers to airport locations or contractors may drop trailer at the DHL Express location and the bargaining unit will transfer trailer of customers to the airport location. The number is to be set at 100 air containers within the cluster on any given night. A list of the number of air freight containers used per customer, per day will be submitted to the Local Union on the 10<sup>th</sup> day of the month the numbers used in the prior month.
  - Air containers that are loaded on customer site by contractors may be run directly to the airport location by the bargaining unit.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_.

COMPANY

UNION

TEAMSTERS LOCAL UNION NO. 745,  
affiliated with the International Brotherhood of  
Teamsters

BY \_\_\_\_\_  
TITLE

BY \_\_\_\_\_  
TITLE

**MEMORANDUM OF UNDERSTANDING REGARDING SPLIT SHIFTS**

This Letter of Understanding is to clarify some issues regarding the employees at DHL Express.

1. The current 51 bids (forty-four (44) straight eights (8) and seven (7) splits starting no later than 2:00 P.M.) on the DHL Express Dock/Driver Seniority Roster shall be maintained at all times as long as there are any deep-split shifts.
2. Full-time qualified drivers will be allowed to help train casuals in company vehicles to obtain their CDL. This will enable the company to retain qualified employees at all times.
3. DHL Express will not implement 6-day splits with the 32 deep split bids. There shall never be more than 32 deep splits.

The term of this Memorandum of Understanding 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. 745,  
affiliated with the International Brotherhood of  
Teamsters

BY \_\_\_\_\_  
TITLE

BY \_\_\_\_\_  
TITLE

## MEMORANDUM OF UNDERSTANDING REGARDING ATTENDANCE

Categories: There shall be three (3) categories of offenses under the attendance program.

Tardiness  
Absence  
Pattern Absences

**Tardiness:** is a failure to protect start time whether by reason of reporting to work late, or leaving work early. Failure to do so will be considered tardy.

Two incidences of tardiness in a thirty (30) day period will be considered excessive and subject to the progressive discipline steps listed below. In other words, the employee will be subject to discipline at the time of his/her second incident in thirty (30) days.

If an employee notifies their supervisor prior to the beginning of their shift that they will be late, that employee has until one (1) hour after their start time to report to work. After that hour, the company has the option of allowing the employee to work, filling the shift with another employee, or not filling the shift.

If an employee does not notify their supervisor prior to the beginning of their shift that they will be late, that employee has until thirty (30) minutes after their start time to report to work. After that 30 minutes, the company has the option of allowing the employee to work, filling the shift with another employee or not filling the shift.

If an employee reports to work late, the company is not required to allow the employee to work beyond the end of the employee's scheduled shift to make up any lost time.

In either case, nothing shall prevent the company from taking appropriate disciplinary action.

**Absence:** is a failure to report to work on one (1) or more consecutive days. (Provided, however, if the failure to report to work is due to legally required, or agreed to leave of absence, e.g. workers compensation, FMLA, etc., then this period of leave shall not constitute an incident of absence, for the purpose of the attendance policy.)

Employees must call a supervisor two (2) hours prior to their start time if they are going to be absent. If two (2) hour notice is not given, this will be classified as failure to protect his/her shift, which will be treated as a separate offense.

They must also call each day that they will be out and inform a supervisor when he/she will be returning to work.

Two (2) incidents of absence in a thirty (30) day period will be considered excessive and subject to the progressive discipline steps listed below. In other words, the employee will be subject to discipline at the time of his/her second incident in thirty (30) days.

**Pattern Offense:** is a sequence of like kind incidents (such as extending weekends, vacations, holidays) in a given period of time.

The two (2) types of pattern offenses are Absenteeism and Tardiness. Each will be treated as separate offenses.

Three (3) incidents of absence in a one-hundred eighty (180) day period where such absence is wrapped around a weekend, or holiday, or vacation established pattern offense. To clarify, at the time of the third occurrence the employee will be subject to step one of the discipline program.

Six incidents of tardiness in a one-hundred eighty (180) day period where such absence is wrapped around a weekend; or holiday, or vacation establish an initial pattern offense. To clarify, at the time of the sixth occurrence the employee will be subject to stop one of the discipline program.

Each incident of absence or tardiness thereafter shall constitute an additional pattern offense. Each pattern offense will be subject to progressive discipline independent of; or in addition to 1. Tardiness and 2. Absence.

Any period of one-hundred eighty (180) days following the establishment of a pattern in which the employee has zero incidents of absence or tardiness will result in the elimination of that particular pattern.

#### Progressive Discipline:

##### A. Steps

1st step	Written Warning Letter
2nd step	Final Warning Letter
3rd step	Subject to Suspension
4th step	Subject to Discharge

The progressive discipline steps will be applied to unlike offenses.

##### B. Credit

1. If an employee is in the progression, and has no further incident thirty (30) days from the date of the last incident, then he/she shall revert back one prior disciplinary step.
2. For each thirty (30) day period thereafter in which the employee has no further incident, the next prior disciplinary step shall be dropped.
3. In the event the employee ascends to a higher step in the progression, further credit shall be provided in accordance with B 1. and 2. above.

Note: Split shift employee's can only have one incident, counted against them per day. Thirty (30) day credit period applies to Tardiness and Absence only.

Management reserves the right to review any exceptions to the above stated policy on a case by case basis.

The term of this Memorandum of Understanding 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. 745,  
affiliated with the International Brotherhood of  
Teamsters

BY \_\_\_\_\_  
TITLE

BY \_\_\_\_\_  
TITLE

## **MEMORANDUM OF UNDERSTANDING FOR CINGULAR/ATC LOCATION**

It is understood and agreed between both parties that DHL and Local 745 must work together to enable the company to compete against strong competition in the overnight express market. It is critical that we be able to keep flexibility in the market to provide customers with their needs for overnight shipping. Critical to this aspect is the ability to make late pick-ups and get the freight moved expeditiously on the overnight aircraft, which have strict cutoffs and flight schedules. To continue growth in this market, DHL must be able to compete with the later pick-ups and departures that the other companies in the industry now provide. Growth is critical to DHL to be successful in the industry. Local 745 shares in the benefits of the growth of DHL by added membership. It is acknowledged by DHL that Local 745 must protect the work performed by bargaining unit employees.

To this end, the following Memorandum of understanding is written and agreed to.

### **Definitions:**

**Truck Containers** - Truck containers were developed by Airborne as a means of transporting shipments in lieu of skidding the freight. This provided a more secure system, with less damage and easier to handle movement of the container than skids. They are also less costly as you do not have to keep buying new skids and shrink-wrap. These are commonly referred to as "blues." This was the original color of the container.

**Auto Stackable Containers** - These were also developed to be used in lieu of skids. These collapse when not in use for easier storage. Again they are made to protect the freight from damage and more secure and easier to handle than skids and also more cost effective, as you do not have to purchase shrink-wrap.

**Air Containers** – These are containers specifically built to fly on DHL aircraft. They are easy to move around as they are on wheels, secure the freight better with less damage and can be loaded with less ground equipment than traditional A containers used by airlines. This is because they are made to be loaded through passenger doors of aircraft instead of cargo doors and need less ground equipment.

It is agreed as follows only in relation to the pick-up of freight from the Cingular account based out of DHL FTW facility:

1. This agreement will have a 60-day window from the sign off to be amended by either party or to be canceled by either party. All of which is subject to the grievance procedure.
2. All freight loaded at the customer location prior to 150 minutes before the last pull will be moved back to the local DHL FTW terminal and tendered to a bargaining unit employee for containerizing for the aircraft.
3. All containers that are loaded by the IC at the customer location must be filled with freight that was tendered to DHL within 150 minutes of the last scheduled pull time.

4. The final freight pull from Cingular to the DHL airport terminal will be made by a bargaining unit employee nightly.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_.

COMPANY

UNION

TEAMSTERS LOCAL UNION NO. 745,  
affiliated with the International Brotherhood of  
Teamsters

BY \_\_\_\_\_  
TITLE

BY \_\_\_\_\_  
TITLE

## MEMORANDUM OF UNDERSTANDING FOR U.S. ONCOLOGY/ATC LOCATION

It is understood and agreed between both parties that DHL and Local 745 must work together to enable the company to compete against strong competition in the overnight express market. It is critical that we be able to keep the flexibility in the market to provide customers with their needs for overnight shipping. Critical to this aspect is the ability to make late pick-ups and get the freight moved expeditiously on the overnight aircraft, which have strict cutoffs and flight schedules. To continue growth in this market, DHL must be able to compete with the later pick-ups and departures that the other companies in the industry now provide. Growth is critical to DHL to be successful in the industry. Local 745 shares in the benefits of the growth of DHL by added membership. It is acknowledged by DHL that Local 745 must protect the work performed by bargaining unit employees.

To this end, the following memorandum of understanding is written and agreed to.

### **Definitions:**

**Truck Containers** – Truck containers were developed by Airborne as a means of transporting shipments in lieu of skidding the freight. This provides a more secure system, with less damage and easier to handle movement of the container than skids. They are also less costly as you do not have to keep buying new skids and shrink-wrap. These are commonly referred to as “blues.” This was the original color of the container.

**Auto Stackable Containers** – These were also developed to be used in lieu of skids. These collapse when not in use for easier storage. Again they are made to protect the freight from damage and more secure and easier to handle than skids and also more cost effective; as you do not have to purchase shrink-wrap.

**Air Conditioners** – These are containers specifically built to fly on DHL aircraft. They are easy to move around as they are on wheels, secure the freight better with less damage and can be loaded with less ground equipment than traditional A containers used by airlines. This is because they are made to be loaded through passenger doors of aircraft instead of cargo doors and need less ground equipment.

It is agreed as follows only in relation to the pick-up of freight from the U.S. Oncology account based out of DHL FTW Facility:

1. This agreement will have a 60 day window from the sign off canceled by either party. All of which is subject to the grievance procedure.
2. All freight loaded at the customer location prior to 150 minutes before the last pull will be moved back to the local DHL FTW terminal and tendered to a bargaining unit employee for containerizing for the aircraft.
3. All containers that are loaded by the IC at the customer location must be filled with freight that was tendered to DHL within 150 minutes of the last scheduled pull time.
4. The final freight pulled from US Oncology to the DHL airport terminal will be made

by a bargaining unit employee when required.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_.

COMPANY

UNION

TEAMSTERS LOCAL UNION NO. 745,  
affiliated with the International Brotherhood of  
Teamsters

BY \_\_\_\_\_  
TITLE

BY \_\_\_\_\_  
TITLE

## LETTER AGREEMENT REGARDING SENIORITY

Whereas DHL Express (Company) and Teamsters Local 745 (Union) are parties to the National Agreement, the Pickup and Delivery Operational Supplement, and the Local 745 Dock Shuttle Local Rider covering dock employees employed by the Company at its Dallas Airport Terminal (DFW), and

Whereas the Company opened two new terminals in 1989 (DAL and ZDF), and plans to open a third terminal in 1990 (NDF), in addition to the existing DFW terminal, and

Whereas DAL, ZDF and NDF are covered by the Contract since they are “spin-offs of DFQ established on or after November 21, 1988 within the jurisdiction of Local 745” (see Settlement Agreement between Teamsters National Freight Industry Negotiating Committee and Airborne Freight Corporation dated December 6, 1989, paragraph 3c.).

NOW THEREFORE, it has become necessary to define how seniority will operate between the multiple terminals, and accordingly the parties agree as follows:

1. Whenever the Company opens a new terminal (as defined in paragraph 3 of the above recitals), the Company shall post a master bid sheet at all covered terminals listing all positions in the office and dock bargaining units, including those to be established at the new terminal. Employees in the respective bargaining units shall then bid those positions on the basis of master seniority, subject to the layoff provisions of the contract. Thereafter, those positions shall be posted and bid by terminal seniority.
2. Whenever the Company establishes a new position at an existing terminal (as defined in paragraph 3 of the above recitals), that position shall be bid in the same manner as described in paragraph 1 above.
3. Master seniority shall prevail in the event of layoff or recall. This means that any employee subject to layoff or recall shall have the right to exercise seniority to bid any job within the respective bargaining unit at any covered terminal.
4. Terminal seniority shall apply for all other purposes, including but not limited to daily overtime, holidays, Saturday work, Sunday work, replacement of absenteeism, vacation scheduling, semi-annual bids.
5. The employees’ workday shall begin and end at the same terminal. Dockmen may drop/recover freight at any covered terminal. Furthermore, dockmen may sign for freight at any covered terminal, if no dockmen may sign for freight at any covered terminal, if no dockmen domiciled at that terminal is on premises and available to do so.

The term of this Letter Agreement 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. 745,  
affiliated with the International Brotherhood of  
Teamsters

BY \_\_\_\_\_  
TITLE

BY \_\_\_\_\_  
TITLE

**MEMORANDUM OF UNDERSTANDING REGARDING DHL@HOME DELIVERIES**

Each dockman should be aware of the following procedures which are to be followed when making these deliveries:

1. The dockman who accepts the delivery run is to drive directly to the assigned post office(s). No other stops can be made unless directed to do so by a DHL supervisor or manager.
2. All scanning, manifesting, and check-in procedures are to be followed.
3. The dockman is to return directly to the station after completing the delivery (or deliveries if multiple post offices are to be delivered).
4. Any dockman making a DHL@Home delivery must meet DHL uniform standards.

Failure to follow the above-mentioned procedures will result in disciplinary action up to and including loss of seniority and termination. Any questions should be directed to a DHL supervisor or manager.

The term of this Memorandum of Understanding 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

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Teamsters

BY \_\_\_\_\_  
TITLE

BY \_\_\_\_\_  
TITLE

**MEMORANDUM OF UNDERSTANDING REGARDING PART-TIME TO FULL-TIME  
TRIGGER**

If the Company utilizes a part-time dock-shuttle employee in excess of thirty-two (32) hours per week in three (3) consecutive weeks, exclusive of October 1 through December 31, the Company will transition that position to a full-time position.

The term of this Memorandum of Understanding 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. 745,  
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Teamsters

BY \_\_\_\_\_  
TITLE

BY \_\_\_\_\_  
TITLE