

Philly Office

PHILADELPHIA AREA OFFICE CLERICAL SUPPLEMENT

For the Period of April 1, 2008 Through March 31, 2013
covering:

The parties reserve the right to correct inadvertent errors and omissions.

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 NOS. 107, 326, and 500, affiliated with THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS (hereinafter "Union"). This Local Supplement is supplemental to and becomes a part of the National Master DHL Agreement, hereinafter referred to as the "National Agreement" and the Office Clerical Operational Supplement, hereinafter referred to as the "Operational Supplement," for the period commencing April 1, 2008 through March 31, 2013. This Local Supplement shall not become effective unless and until it is ratified by the Employer's office clerical employees represented by the Unions 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 Supplement becomes effective, it (together with the National Agreement and Operational Supplement) shall supersede, cancel and replace in its entirety the pre-existing collective bargaining agreements between the parties for the affected office clerical employees represented by the Unions.

The terms set forth in this Local Supplement 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 21. VACATIONS

Section 1.

Part-time employees on the seniority list on the date of the ratification of this Agreement and regular full-time employee who have been continuously in the employ of the Employer for a period of one (1) year or more shall be entitled to the following vacation with pay:

One	(1) years' employment	Two (2) weeks
Four	(4) years' employment	Three (3) weeks
Ten	(10) years' employment	Four (4) weeks
Twenty	(20) years' employment	Five (5) weeks
Thirty	(30) years' employment	Six (6) weeks

The vacation year for each year thereafter shall be from anniversary date to each succeeding anniversary date. Vacation cannot be cumulative nor carried over from year to year.

Section 2.

The pay which a full-time employee shall be entitled to receive for his vacation shall be determined as follows: One week's vacation pay for an eligible employee shall be forty-five hours' pay at the employee's straight time rate except the

Philly Office

fifth week of vacation shall be compensated at forty (40) hours pay, rather than forty-five (45) hours pay in the case of full-time, and at the number of scheduled hours per week in the case of part-time. And provided further, any employee hired on or after May 1, 1986 shall receive all vacation to which he becomes entitled, on the basis of forty (40) hours per week in the case of full-time and based on scheduled hours worked in the preceding year, in the case of part-time employees. Employees receiving a shift differential at the time of vacation shall receive this differential in addition to the straight time weekly rate.

Section 3.

Part-time employees with one (1), four (4), ten (10), twenty (20) or more years of continuous service shall receive vacation with pay on a pro rata basis based on the relationship of the number of hours worked per week to forty (40) hours.

Section 4.

To qualify for a vacation, an employee, in addition to having been continuously employed by Employer for one (1), four (4), ten (10), twenty (20) or more years respectively, prior to the anniversary date of the year in which the vacation is to be granted, must not have been absent from work during each year for more than fifty (50) days on which he or she was afforded the opportunity to work by Employer, provided that absence was caused by legitimate illness, or an accident, shall not be counted.

Section 5.

If any employee loses six (6) calendar months or less than one hundred thirty (130) working days (and has returned to work), because of proven illness, accident, or layoff in the twelve (12) months since his last vacation, he or she shall be entitled to his or her full vacation with pay.

Section 6.

If an employee loses less than six (6) or more calendar months or one hundred thirty (130) or more working days (and has returned to work), because of proven illness, accident, or layoff in the twelve (12) months since his last vacation, he or she shall be entitled to a pro rata share of his or her vacation.

The total number of days worked (including days for which he was paid holidays or the previous year's vacation) shall be divided by 130. The resulting figure, when multiplied by the vacation pay amount he would have been entitled to if not off, is the pro rata vacation pay due. Example: If any employee normally entitled to \$120.00 as week's vacation pay worked only 112 days, his vacation pay is as follows:

$112 \text{ (days worked)} =$

$130 \text{ (total possible days) } .86 \text{ (factor)}$

$\$120.00 \times .86 = \103.20

Section 7.

In addition, to qualify for a vacation, an employee must be employed by the particular Employer at the time the vacation falls due. Any employee who has been discharged for cause, prior to the granting of such vacation, shall not be entitled to his or her vacation or any additional compensation in lieu thereof.

Section 8.

The vacation period shall extend over the entire year. Customer Service Agents may select their vacation during the vacation period according to their seniority, provided such selection will not interfere with the efficient operation of the Employer's business. Thus, if an Employer has ten (10) regular clerks, entitled to vacation, posts a schedule providing for two (2) clerks to take their vacations, in each of five (5) weeks, the choice of which two (2) clerks shall go off each week shall be by seniority.

Section 9.

Vacation pay shall be paid to the eligible employee before he or she starts vacation.

Section 10.

Upon permanent layoff or quit, any regular employee with one (1) or more years of service shall be entitled to vacation pay on a pro rata basis.

Section 11.

An employee eligible for vacation shall not be denied the opportunity of taking his or her vacation at the same time as an employee outside the bargaining unit unless he or she will be called upon to perform the work of the vacationing non-unit employee.

Section 12.

Returning servicemen, who would be entitled to receive a vacation under the Soldiers and Sailors' Relief Act by virtue of the Agreement shall receive a vacation or pay in lieu thereof, as set forth above. The number of days after his return prior to January 1 of the year in which the vacation is to be granted, which a serviceman may have missed from work and still qualify for, the vacation, shall be apportioned to the same since his return to work. For example, if a serviceman has returned to work six (6) months prior to January 1 of the year in which the vacation is to be granted, he shall not have missed work more than twenty-five (25) days on which work has been made available to him. If he returned three (3) months prior to January 1 of the year in which the vacation is to be granted, he shall not have missed more than twelve (12) days on which work was made available, (if a fraction results in any computation of the percentages, the next lower number of days shall be considered).

Section 13.

Employer shall not have the right to change the time of an employee's vacation, once scheduled, except in the event of

unusual and unforeseen circumstance, in which event a different time will be mutually arranged.

Section 14.

After five (5) years employment, an employee may select to take up to one (1) week's vacation, one day at a time, rather than on a full week's basis with the understanding that the scheduling of such individual vacation days shall be subject to three (3) days written notice to their supervisor and mutual agreement between the parties. Approval by management to be given within 24 hours. In granting such vacation days, seniority will prevail. Ten (10) years = two (2) weeks.

ARTICLE 22. UNION SHOP

Season or casual employees who work three (3) or more days in any month shall be responsible to submit to the Union a fee consistent with the dues structure of Local Union. This fee must be paid within one (1) week following the end of the month in which they worked. The Employer agrees to discharge such employee within seven (7) days after receipt of written notice from an authorized official of the Union, certifying that the required fee has not been paid to the Union.

ARTICLE 23. JOB CLASSIFICATION

There will be one department in all Terminals within the jurisdiction of this Local Supplement.

ARTICLE 24. ABSENCE

Section 1.

Pregnancy shall be treated as any illness.

Section 2. Sick Leave

The Employer agrees to grant each part-time employee on the seniority list on the date of ratification of this Agreement and each full-time employee a total of nine (9) full working days, in each contract year, off with pay for the purpose of compensating for sickness. Sick leave may be accumulated to a maximum of thirty-six (36) days or the employee may opt to receive payment based upon their daily rate of pay for all unused sick leave at the end of the contract year. Employee need not supply a doctor's note unless absence is more than three consecutive days. Employees accrue sick leave at 3/4 day per month. After one-year service, sick leave in each succeeding contract year may be taken either in whole or in part, prior to accrual. If upon termination, layoff or quit, the amount of sick leave taken exceeds the amount accrued up to that point, the Employer may withhold the difference from the employee's final paycheck.

Section 3.

Abuse of this sick leave provision shall be subject to disciplinary action.

Philly Office

ARTICLE 25. SENIORITY RIGHTS

Section 1.

Stewards shall be granted super-seniority over all other employees for the purpose of layoff and recall. It is the intention of the parties that when employees are working, a steward shall be similarly employed. Thus, if employees are working overtime, the steward shall also be given the opportunity to work overtime in order to insure that employees are able to receive adequate representation by the steward at all times. If there is more than one steward who is available to work overtime, the stewards shall divide the available overtime in an approximately equal fashion.

Section 2.

In the event work is not available, full-time employees with one (1) year or more of Employer seniority, completing eight (8) hours will be paid forty (40) hours for that week.

Section 3.

The following provision applies to Local 107 and 326 only. Bids will be posted for shift and starting time preference (in each department if more than one). Bids will be posted for two (2) weeks prior to the effective date, which shall be the first full week in January, May, and September of each contract year. Employer agrees to recognize seniority in each 107 or 326 terminal or department for making promotions and granting overtime. Any vacancy occurring due to illness or leave of absence in excess of thirty (30) days shall be subject to bid by seniority. Whatever bid becomes available as a result of the bid to fill the vacancy, may be filled by a casual.

The following provision applies to Local 500 only. Annual bids will be posted for shift, starting time and departments in each terminal. Bids will be posted for two (2) weeks and then once completed the Company will give the employees one (1) week before the effective date. Employer agrees to recognize seniority in each terminal or department for making promotions and granting overtime.

To fill vacancies and in making promotions, Employer agrees to post notice of such position for one (1) week. Employees shall have the right to bid into the posted position and shall be awarded to the most senior employee electing to bid into the position based on qualifications outlined by the Employer.

The employee who successfully bids into the vacancy or the promotion shall be given a fair trial period not to exceed sixty (60) days at the then current rate of the job bid into. If it is determined that the employee is not qualified for the new position, or if the employee desires, he shall be returned to the position vacated by him. The general nature of the required minimum satisfactory performance shall be stated in advance.

Section 4.

On holdover of less than three (3) hours, the employee who performs a particular job or works a particular shift will have the

Philly Office

first opportunity to work the overtime. If the employee mentioned above declines, the overtime will be offered to the most senior qualified employee on the shift in the terminal and/or department involved. Overtime of three (3) hours or more will be assigned on a seniority basis to the most senior qualified employee in the department. If an employee is recalled to work after his normal quitting time, other than on a holdover basis, he shall be guaranteed four (4) hours pay at time and one-half (1 1/2) times the straight time rate. Forced overtime procedure shall include part-timers on a rotation basis, subject to qualification. In other words, if all employees have been offered and declined a particular extra work opportunity, then the junior qualified part-timer shall be forced to cover such opportunity, but then having done so, will not be forced again on another opportunity until all senior part-time and full-time employees have been forced, part-timers first then full-timers, by reverse seniority. Any overtime to be worked by an employee before his or her regular starting time shall be offered to the employee with the start-time closest to the overtime, by seniority, full timers only.

ARTICLE 26. MERGERS, CONSOLIDATIONS, ABSORPTIONS

Section 1.

In the event that Employer absorbs the business of private contract or common carrier, or an air freight forwarder, or is a party to a merger of lines or a consolidation, the seniority of the employees absorbed or affected thereby shall be determined by mutual agreement between Employer and Union. The seniority will be discussed with Union and Employer prior to the effective date. In the absence of agreement, such matter shall be submitted as a grievance.

Section 2.

The determination of the number of employees required and whether or not to merge or co-mingle business acquired with regular business of Employer rests with Employer.

ARTICLE 27. PAY PERIOD

All employees covered by this Agreement shall be paid in full each week. Not more than one (1) week's pay shall be held on any employee. The Union and Employer may by mutual agreement provide for semi-monthly pay periods. Each employee shall be provided with an itemized statement of gross earnings and an itemized statement of all deductions made for any purpose. All other employees shall be paid at the end of their working period provided that a responsible person is on duty and in no event later than twenty-four (24) hours after work period.

ARTICLE 28. HOLIDAYS

Section 1.

All regular full-time employees shall not be required to work

and shall be paid eight (8) hours pay at the straight time hourly rate for the following holidays: Part-time employees on the seniority list on the date of ratification of this Agreement shall receive holiday pay on a pro rata basis. 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.

New Year's Eve	New Year's Day
Good Friday	Decoration Day
Fourth of July	Labor Day
Thanksgiving Day	Christmas Eve
Christmas Day	Employee's Birthday

(7) Personal Holidays

Personal Holidays shall be selected by mutual agreement between the employee and the Employer. Employees will give three (3) days written notice of request. The Employer will reply within twenty-four (24) hours provided the employee gives notice at the beginning of the shift. If more than one employee requests the same day, the senior employee who submits requests will be given the day. During the first year of employment, an employee hired on or after 5/1/86 shall accrue personal days off on the basis of one (1) personal day earned for every two (2) months employment until next anniversary date of this Agreement.

Section 2.

Employer reserves the right to limit the number of employee taking a personal holiday on a given day to twenty percent (20%) of the bargaining unit work complement at each terminal or department.

Section 3.

If a holiday falls on Sunday and is celebrated on Monday, Monday shall be considered as the holiday. If one of the holidays recognized in this Article falls on a Saturday any employee eligible for holiday pay shall receive a regular day's pay at straight time rates for such holiday when not worked. If an employee's birthday falls on the sixth (6th) or seventh (7th) day, at his option, he may celebrate it on the preceding or following scheduled workday provided he or she has given the Employer forty-eight (48) hours advance notice of their option. It is understood that the employee will not be required to work on his birthday holiday and that the Employer is not required to allow the employee to work on his birthday holiday where it decides it doesn't need the employee.

Section 4.

If the Employer elects to open on any of the above holidays, a bid shall be posted one week in advance. Full-time employees called to work on any of the holidays listed above shall be paid a minimum of eight (8) hours pay at two (2) times the regular rate in addition to the eight (8) hours referred to above.

Philly Office

Section 5.

In the event a holiday falls within an employee's vacation period, he shall be granted an additional day's vacation with pay.

Section 6.

The requirement that an employee must work the day before or the day after a holiday to be eligible for holiday pay shall not apply in case of an employee out of work on a prolonged illness provided such employee, shall be entitled to only one (1) paid holiday during such prolonged illness. "Prolonged" illness as used herein means a minimum of five (5) working days (exclusive of the holiday) immediately preceding and immediately following the holiday: such illness must be confirmed by a doctor's certificate. The requirement that an employee must work the day after the holiday to be eligible for holiday pay shall not apply in case an employee receives word of death in the employee's immediate family.

Section 7.

If any holiday falls within the thirty (30) day period following an employee's layoff, because of lack of work, and such employee is also recalled to work during the same thirty (30) day period but did not receive any holiday pay, then in such case he shall receive an extra day's pay for each holiday the week in which he returns to work. Said extra day's pay shall be equivalent to eight (8) hours at the straight-time hourly rate as specified in the contract. A full-time employee who has been 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.

Section 8.

Employees who are assigned to work on their regular shift on an evening prior to the holiday, and whose work ends on the holiday, shall work the hours necessary to complete the day's work at the regular rate. All hours worked in excess of eight (8) hours will be at the holiday rate. Employees who are assigned to work on their regular shift up to midnight on a holiday night, shall receive the holiday rate for all work performed. Starting times and shifts shall not be changed to circumvent application of the above provision relating to holiday pay.

ARTICLE 29. SHIFTS

Section 1.

There shall be a night shift differential of forty cents (40¢) per hour for the second shift and forty-five cents (45¢) per hour for the third shift.

Section 2.

Starting times and shifts will be defined by the Employer as

operationally necessary and may be changed by one (1) hour either way without bidding. Any changes after annual bid will require mutual consent.

Section 3.

For shift differential purposes, the defined shifts are as follows:

1st Shift – 0500 – 1300
2nd Shift – 1300 – 2100
3rd Shift – 2100 – 0500

An Employee shall receive shift differential for his scheduled work shift based on when his scheduled start-time occurs within the three shift periods defined above: and shift differential for overtime hours worked based on the shift periods in which those hours fall, as defined above.

ARTICLE 30. WORK DAY AND WORK WEEK

Section 1.

The standard scheduled workday shall be eight (8) hours per day and the standard scheduled workweek shall be forty (40) hours per week for each full-time employee. Work shall be scheduled for five (5) consecutive days: Monday through Friday, Tuesday through Saturday, or Wednesday through Sunday. Work performed on Sunday shall be at one and a half (1-1/2) times regular pay.

Section 2.

Laid off bargaining unit employees may be used as replacement for an absent full-time or part-time employee prior to using casual employees on overtime. Such employees will be paid for hours worked only, and will be offered at least six (6) hours when called in.

ARTICLE 31. HEALTH AND WELFARE AND LIFE INSURANCE

The provisions of Article 31 will apply to full-time employees and/or Red-Circled Part-Time Positions and/or Employees. The Employer will make the necessary contributions so that the employee will remain in the Health and Welfare and Pension Plan under the National Master DHL Agreement and Office Clerical Operational Supplement.

Section 1.

Effective April 1, 2008, the Employer will contribute the current rate \$ 5.8975 per hour to the Health and Welfare Fund in the manner described in the Sections below to maintain.

Section 2.

On August 1st of each year of the contract, the Employer shall contribute additional \$1.00 per hour to be divided between pension and health and welfare as directed by the Area Supplemental co-chairs.

Philly Office

The Committees shall, in those Supplemental Agreements, which include one (1) Pension Fund and multiple Health & Welfare Funds, first allocate that portion, if any, of the above indicated benefit increases to the Pension Fund subject to the approval of the Joint National Master Committee. The remaining amount, if any, shall be applied uniformly to each of the Health & Welfare Funds.

Section 3.

The contributions referred to above shall cover health, welfare and life insurance benefits.

Section 4.

(a) Contributions shall be made as set forth in Section 2 above for each day worked for each regular, probationary, extra or casual employee covered by this Agreement on the Employer's payroll on the first forty (40) hours worked per week.

(b) Contributions shall also be made as set forth in Section 2 above for each regular employee for each day paid for pursuant to the terms of this Agreement covering holidays, vacations, and paid sick leave (not worked), to a maximum of eight (8) hours per day or forty (40) hours per week.

(c) If a holiday falls in a vacation week and a contribution to the Health and Welfare Fund is needed to qualify an employee for a claim for benefits filed, the Employer shall make the required contribution for such holiday.

Section 5.

The sums required by Section 2 above shall be remitted monthly to the Teamsters Health and Welfare Fund of Philadelphia, Pennsylvania and Vicinity (hereinafter referred to as the Fund). Such monthly payments shall be submitted to the Fund on or before the 24th day of the month following the month in which these monies were accrued.

Section 6.

Notwithstanding the provisions of Article 7, Section 9 of the National Agreement, the Union may suspend the operations of a delinquent Employer three (3) working days after receipt of a verification by telegram, registered or certified mail, that such Employer is delinquent. Copies of the verification shall be sent by the Administrator of the Fund to the Employer, the Local Union and the Employer Association of which the Employer is a member.

Section 7.

Failure on the part of the Employer to contribute as specified herein above shall make him liable for all claims, damages, attorney fees, court costs, plus all arrears in payment plus ten per cent (10%) as liquidated damages.

Section 8.

Any employee assigned by an Employer for any period with leased or rental equipment to a non-union or non-affiliated

operator, shall for Fund purposes continue to be the employee of the lessor-operator, whose obligation it shall be to continue payment of welfare contributions for such employee throughout any such period.

Section 9.

(a) Each Employer shall complete and deliver to the Fund, on forms supplied by the Fund, an Employer's report, stating the name and social security number, for each regular, probationary, extra, part-time or casual employee employed by Employer during the previous calendar month.

(b) The Trustees or their designated representatives shall have the authority to audit the payroll and wage records of the Employer for all individuals performing work within the scope of and/or covered by this Agreement, for the purpose of determining the accuracy of contributions to the funds and adherence to the requirements of this Agreement regarding coverage and contributions. For purposes of such audit, the Trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lessors and employees of fleet owners (excluding any supervisory, managerial and/or confidential employees of the Employer) who the Trustees or their designated representatives reasonably believe may be subject to the Employer's contribution obligation.

Section 10.

By the execution of this Agreement, the Employers authorize the Transport Employers Association, which is party to this Agreement, to enter into appropriate trust agreements necessary for the administration of such Fund, and to designate the Employer Trustees under such agreements, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

Section 11.

If a regular employee is absent because of illness or off-the-job injury for two (2) consecutive weeks and notifies the Employer of such absence, the Employer shall make the required contributions from the first day for a maximum of four (4) weeks. If a regular employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, during any period of such on-the-job-injury, such contributions shall not be paid for a period of more than nine (9) months.

The amount of such contribution shall be that required to maintain the employee's eligibility during such period of absence.

ARTICLE 32. PENSION

The provisions of Article 32 apply to full-time employees and/or Red-Circled Part-Time Positions and/or Employees. The Employer will make the necessary contributions so that the employee will remain in the Health and Welfare and

Philly Office

Pension Plan under the National Master DHL Agreement and Office Clerical Operational Supplement.

Section 1.

Effective April 1, 2008, the Employer will contribute the current rate \$ 6.525 per hour to the Teamsters Pension Trust Fund of Philadelphia, Pennsylvania and Vicinity (hereinafter referred to as the "Pension Fund") in the manner described in the Sections below.

Section 2.

On August 1st of each year of the contract, the Employer shall contribute an additional \$1.00 per hour to be divided between pension and health and welfare as directed by the Area Supplemental co-chairs.

The Committees shall, in those Supplemental Agreements, which include one (1) Pension Fund and multiple Health & Welfare Funds, first allocate that portion, if any, of the above indicated benefit increases to the Pension Fund subject to the approval of the Joint National Master Committee. The remaining amount, if any, shall be applied uniformly to each of the Health & Welfare Funds.

Section 3.

There shall be no other pension fund under this Agreement for operations under this Agreement.

Section 4.

(a) Contributions shall be made as set forth in Section 2 above for each day worked for each regular, probationary, extra, or casual employee covered by this Agreement on the Employer's payroll on the first forty (40) hours worked per week.

(b) Contributions shall also be made as set forth in Section 2 above for each regular employee for each day paid for pursuant to the terms of this Agreement covering holidays, vacations, and paid sick leave (not worked), to a maximum of eight (8) hours per day or forty (40) hours per week.

(c) If a holiday falls in a vacation week and a contribution to the Pension Fund is needed to qualify an employee for a claim for benefits filed, the Employer shall make the required contribution for such holiday.

Section 5.

The sums required by Section 2 above shall be remitted monthly to the Pension Fund. Such monthly payments shall be submitted to the Pension Fund on or before the 24th day of the month following the month in which these monies were accrued.

Section 6.

Notwithstanding the provisions of Article 7, Section 9 of the National Agreement the Union may suspend the operations of a delinquent Employer three (3) working days after receipt of

verification by telegram, registered, or certified mail, that such Employer is delinquent. Copies of the verification shall be sent by the Administrator of the Pension Fund to the Employer, the Local Union, and the Employer Association of which the Employer is a member.

Section 7.

Failure on the part of the Employer to contribute as specified herein above shall make him liable for all claims, damages, attorney fees, court costs, plus all arrears in payment plus ten per cent (10%) as liquidated damages.

Section 8.

Any employee assigned by an Employer for any period with leased or rental equipment to a non-union or non-affiliated operator, shall for Pension fund purposes continue to be the employee of the lessor-operator, whose obligation it shall be to continue payment of pension contributions for such employee throughout any such period.

Section 9.

(a) Each Employer shall complete and deliver to the Pension Fund, on forms supplied by the Pension Fund, an Employer's report stating the name, social security number, and total contributions paid or due by Employer to the Pension Fund for each regular, probationary, extra, part-time or casual employee employed by Employer during the previous calendar month.

(b) The Trustees or their designated representatives shall have the authority to audit the payroll and wage records of the Employer for all individuals performing work within the scope of and/or covered by this Agreement, for the purpose of determining the accuracy of contributions to the funds and adherence to the requirements of this Agreement regarding coverage and contributions. For purposes of such audit, the Trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lessors and employees of fleet owners (excluding any supervisory, managerial and/or confidential employees of the Employer) who the Trustees or their designated representatives reasonably believe may be subject to the Employer's contribution obligation.

Section 10.

By the execution of this Agreement, the Employers authorize the Transport Employers Association, which is party to this Agreement, to enter into appropriate trust agreements necessary for the administration of such Fund, and to designate the Employer Trustees under such agreements, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

ARTICLE 33. CHECK-OFF DEDUCTIONS

Section 1.

Upon receipt if written authorization from employees,

Philly Office

Employer agrees to deduct from the wages of employees, their voluntary contributions to the appropriate Teamsters Local 107, 326, or 500 Political Action Committee, or any other political action fund designated by the Local Union. Employer will make these deductions on a weekly basis and forward the amounts deducted once each month to the location designated by the Local Union.

Section 2.

Credit Union: The Employer agrees to deduct on a weekly basis, from the base wage rate for the Credit Unions designated by the Union, which shall include the, an amount specified by any employee who is working under this Agreement, and who has signed and delivered to the Employer the proper legal authorization for such deductions. An individual may withdraw from the Credit Union deduction program at any time. It is further provided that Credit Union deductions will only be made in the weeks the employee has sufficient monies earned, recognized the Union dues shall have first priority. Payments shall be forwarded to the appropriate Credit Union once a month within ten (10) days after the final deduction is made each month.

ARTICLE 34. FLIGHT PRIVILEGES

If the Company offers flight privileges to employees (other than senior executives), then those privileges shall be made available to employees covered by this Agreement. The employees who use those privileges shall follow all of the Company's and the carrier's rules and restrictions, including dress, amount of luggage, behavior and conduct as well as seating assignments. Any employee who violates this policy shall have his/her flight privileges revoked. The revocation of flight privileges is not subject to the grievance procedure.

ARTICLE 35. WAGES - LOCAL AREA OPERATIONS

Section 1.

1. The following increases for full-time employees shall take effect on the dates shown:

Effective April 1, 2008	35 cents per hour
Effective October 1, 2008	35 cents per hour
Effective April 1, 2009	40 cents per hour
Effective April 1, 2010	45 cents per hour
Effective April 1, 2011	40 cents per hour
Effective October 1, 2011	45 cents per hour
Effective April 1, 2012	45 cents per hour
Effective October 1, 2012	50 cents per hour

2. The following increases for part-time employees on the seniority list as of April 1, 2008 shall take effect on the dates shown:

Effective April 1, 2008	35 cents per hour
Effective April 1, 2009	20 cents per hour

Effective April 1, 2010	22.5 cents per hour
Effective April 1, 2011	42.5 cents per hour
Effective April 1, 2012	47.5 cents per hour

3. Rates of pay for part-time employees hired after April 1, 2008 shall be as follows.

(a) If the new part-time employee is required by law or trust agreement to have health and welfare and pension benefit contributions, the following wage progression applies:

New Hire	\$10.00/hour
After 12 months	\$10.20/hour
After 24 months	\$10.425/hour
After 36 months	\$10.85/hour
After 48 months	\$11.325/hour

(b) If the new part-time employee is not required to have health and welfare and pension benefit contributions, the following wage progression applies:

New Hire	\$12.00/hour
After 12 months	\$12.20/hour
After 24 months	\$12.425/hour
After 36 months	\$12.85/hour
After 48 months	\$13.325/hour

4. Casual employees shall receive 85% of the contract rate.

ARTICLE 36. 401K PLAN

The Company agrees to make the Teamsters 401k Plan available to eligible seniority employees to make before and after tax contributions at the employee's choice. The employer will not be responsible to match contributions made by employees.

ARTICLE 37. MISCELLANEOUS

- Part-timers shall receive a 10-minute break.
- Casuals may work on holidays after the seniority list is called twice.
- Overtime bids (other than holidays) must be posted for twenty-four (24) hours.
- On holdovers, the most senior employee stays, regardless of quit time. Junior employees may holdover until senior employee's quit time.

ARTICLE 38 . DURATION

The term of this Local Supplement is subject to and controlled by all of the provisions of Article 28 of the National Agreement ("Duration") between the parties hereto.

Philly Office

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

MUTUAL UNDERSTANDING ON BEHALF OF CLERICAL EMPLOYEES

Provided they give forty-eight (48) hours notice, all full-time employees shall be entitled to take (2) contractual paid personal paid holidays in 1/2 day increments upon approval of the Employer. Violations of this Understanding shall be subject to the grievance procedure as outlined in the Collective Bargaining Agreement.

COMPANY

UNION
TEAMSTERS LOCAL
UNION NO. 107,
affiliated with the
International Brotherhood
of Teamsters

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.

BY _____
TITLE

BY _____
TITLE

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

UNION
TEAMSTERS LOCAL
UNION NO. 326,
affiliated with the
International Brotherhood
of Teamsters

COMPANY

UNION
TEAMSTERS LOCAL
UNION NO. 107,
affiliated with the
International Brotherhood
of Teamsters

BY _____
TITLE

BY _____
TITLE

BY _____
TITLE

BY _____
TITLE

UNION
TEAMSTERS LOCAL
UNION NO. 500,
affiliated with the
International Brotherhood
of Teamsters

UNION
TEAMSTERS LOCAL
UNION NO. 326,
affiliated with the
International Brotherhood
of Teamsters

BY _____
TITLE

BY _____
TITLE

BY _____
TITLE

BY _____
TITLE

UNION
TEAMSTERS LOCAL
UNION NO. 500,
affiliated with the
International Brotherhood
of Teamsters

BY _____
TITLE

BY _____
TITLE

Philly Office

MUTUAL UNDERSTANDING REGARDING TEAMSTERS LOCAL 500 SEVERANCE FUND

APPLICABLE ONLY TO EMPLOYEES REPRESENTED BY TEAMSTERS LOCAL UNION 500

1. The Employer shall contribute into the Teamsters Local 500 Severance Pay Trust Fund (hereinafter referred to as the "Severance Fund") in the manner described in Section 2 below.
2. Employees represented by Local 500 will vote each year, 51% prevailing, as to whether, and if so how much of their wages are to be deferred to the severance trust fund plan. The Employer must be notified a minimum of thirty days in advance of the selection.
3. The contributions referred to herein shall cover all employees represented by Local 500 covered by this Agreement.
4. The Trustees of the Severance Fund shall have the right to require the Employer to make available to the Trustees or their duly accredited representatives all time cards, payroll records, social security records, withholding tax records, and state and/or municipal wage and income tax records for any or all employees represented by Local 500 covered by this Agreement.
5. Failure on the part of the Employer to contribute as specified hereinabove shall make it liable for all claims, plus all arrears in payment, plus ten (10%) percent as liquidated damages.
6. If a regularly scheduled employee represented by Local 500 is injured on the job, the Employer shall continue to con-

tribute into the Severance Fund until such employee returns to work. However, during any period of such on-the-job injury, such contributions shall not be paid for a period of more than six (6) months.

7. For each regular full-time employee represented by Local 500, such contribution shall not exceed eight (8) hours per day or forty (40) hours per week.

8. For each part-time employee represented by Local 500, such contribution shall be made on a pro rata basis calculated on the basis of the relationship between the number of hours such employees work per week and forty hours.

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

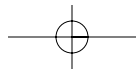
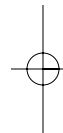
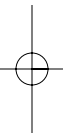
UNION
TEAMSTERS LOCAL
UNION NO. 500,
affiliated with the
International Brotherhood
of Teamsters

BY _____
TITLE

BY _____
TITLE



Philly Office





Philly Office

