

**Local 856 Office Clerical Local Rider  
Effective**

**April 1, 2008 to March 31, 2013**

## **ARTICLE 21. RECOGNITION**

This Agreement is entered into by and between DHL EXPRESS (USA), INC. (hereinafter the "Company", "Employer" or "DHL"), the TEAMSTERS DHL NATIONAL NEGOTIATING COMMITTEE (hereinafter "TDHLNNC"), and LOCAL UNION 856, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS (hereinafter "Union" or "Local 856"). 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 Office Clerical 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 office clerical employees represented by Local 856 and approved in writing by the National Union Committee 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 office clerical employees represented by Local 856.

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. EMPLOYEES COVERED**

The execution of this Agreement on the part of the Employer shall cover office and clerical employees employed by the Employer, within the jurisdiction of Local 856, excluding, however, the classifications set forth immediately below:

1. Confidential employees, supervisory and professional employees within the meaning of the Labor Management Relations Act of 1947, as amended.
2. Employees already covered by an existing union contract;
3. Dispatcher exercising independent judgment with respect to the responsibility for directing the work or recommending hiring and firing.

It is the intention of the parties hereto that the aforesaid exclusions shall be governed by the duties commonly and regularly performed by employees and shall not depend on mere title.

## **ARTICLE 23. COMPETITIVE EQUITY**

In the event employers who are not parties to this Agreement should engage in operations requiring clerical services, which affect local drayage or cartage services or freight pick-up and delivery services, the Union representing the employees of such employer in the respective bargaining unit shall, to the extent it may do so lawfully and within such period of time it may

deem feasible, bring into effect all of the provisions, conditions and wages of this Local Supplement.

In the event the Employer may require the services of employees coming under the jurisdiction of this Agreement in a manner and under conditions not provided for in this Agreement, then and in such instances the Union and the Employer concerned may negotiate such matters for such specific purposes, subject to the grievance process.

## **ARTICE 24. ADDENDUMS TO AGREEMENTS**

Addendums to this Local Supplement providing for better wages, hours and working conditions than those provided in this Local Supplement, which have previously been negotiated and put into effect by the Union and Employer, shall be reduced to writing and executed by the Employer and the Union .

## **ARTICLE 25. RECALL FROM LAY-OFFS**

- (a) A laid-off employee shall be given a written notice of recall by certified mail addressed to his last known address on file with the Employer with a copy to the Union. Such employees must respond to such notice within seven (7) days after the date of the postmark and actually report to work with five (5) additional days. If an employee fails to comply with these recall provisions, he shall lose all seniority rights unless otherwise agreed to in writing on a case-by-case basis by the Employer, the Union and the particular employee involved. The copy of the recall notice sent to the Union need not be sent by certified mail, and proof of mailing to the employees shall be sufficient to justify the loss of seniority if the employee fails to comply with these recall provisions. Recall notices which are not successfully delivered to the affected employee's residence of record due to an incorrect address resulting from the employee's failure to advise the Employer of his/her current correct address, shall nevertheless be deemed "received" as of the date and time the initial delivery has been attempted.
- (b) For each occurrence of the Employer supplementing a shift, either with regular employees or casuals, on twelve (12) different days in a calendar month, the employer will recall one (1) laid off employee. Premium day shifts in excess of daily absent employees already replaced will be counted as supplemental shifts towards the recall of laid off employees. Employees on letter of layoff may be recalled on a voluntary day-to-day basis without the written notice of recall, as described above. Present practice in regards to this issue shall remain in effect subject to approval between the parties.
- (c) Laid-off employees working to replace temporary vacancies or as temporary supplemental help or recalled as full-time employees shall be eligible to bump or bid as outlined in Section 2 and 3 below after having worked thirty (30) calendar days.

## **ARTICLE 26. REDUCTION IN WORK FORCE**

- (a) When it becomes necessary to reduce the working force within a classification, the employee with the least terminal seniority in that classification shall be laid off first. Such layoff notice shall be in writing with a copy to the Union. This does not apply to day-to-day layoffs.
- (b) Any employee affected by such reduction in the work force may exercise his or her seniority to bump into another classification where there is an employee with lesser company seniority, provided however, that:
  - (1) If the reduction in work force causes an immediate starting time or work week change in the affected classification, the employee in that classification by seniority shall have the first opportunity to bump into another classification and;
  - (2) The employee shall receive the rate of pay provided in this agreement for such position and;
  - (3) The affected employee is qualified and capable of performing the duties of the position. If the employee possesses the required basic skills, e.g. typing and a basic knowledge of the job, but is not fully capable of performing the duties of the position into which he/she desires to bump, he/she will be given a reasonable opportunity to demonstrate his/her capability to perform the duties of such position. This may require some additional familiarization with the duties of such position through a review of any manual material that may be available and/or basic assistance by supervision. During such familiarization the employee shall receive the rate of pay provided in this Agreement for such position.

## **ARTICLE 27. BIDDING**

The Employer agrees that when any position covered by this Local Rider is open, and said position will be posted for bid at that office location, and may be bid upon by employees on that office's active seniority roster. However, when a new starting time within a classification is changed, or an opening occurs due to a vacancy or an addition, employees within that classification shall have the first opportunity, on a seniority basis, to claim such starting time before it is posted for bid. Abuse of changing starting times is subject to the grievance procedure.

Terminals shall have an annual bid. At the time of bidding an employee must be qualified to perform the functions of the job for which they are bidding. The Employer has the right to establish job requirements for each bid classification.

Seniority shall be the governing factor where the employee meets the provisions of the bid. Any controversy shall be subject to the grievance procedure, except that where the parties have

established specified for determining qualifications of employees for promotions, such procedures may continue in effect unless changed by mutual agreement.

Written notices of job openings are to be posted for bid for three (3) days. The bid shall contain an adequate description of the job duties, the starting time for such position, the rate of pay involved, and the requirements for the position. Copies of all bid notices and awards shall be sent to the Union.

The Employer may change a starting time in any classification by no more than two (2) hours on a one (1) time basis during any calendar year without such position being subject to bid. If the change in starting times exceeds two (2) hours, the affected employee in such bid classification has the option to retain his bid position or may bump where his seniority and qualification permit. In such case, the vacated position will be offered first within the classification and, if not filled in that manner, will be posted for bid.

In the event a permanent job opening exists at any of the Employer's locations within Joint Council No. 7 which has already been offered to the employees at the location where the vacancy exists shall be offered to laid-off employees within Joint Council No. 7.

The successful bidder shall be placed at the bottom of the new terminal's seniority list for bidding and layoff purposes but shall retain the Company seniority for fringe benefits only. A transferring employee shall pay his own moving expenses and shall upon reporting to such new terminal, be deemed to have relinquished his right to return to seniority to the terminal from which he transferred.

## **ARTICLE 28. MEAL PERIOD**

Meal period shall be established by the Employer of either thirty (30) minutes or one (1) hour and shall not be changed with less than one week's notice, consistent with State law.

## **ARTICLE 29. SPLIT SHIFTS**

There shall be no split shifts. An emergency callback as referred to in Article 36 shall not be considered a split shift.

## **ARTICLE 30. SANITARY CONDITIONS**

The Employer agrees to maintain a clean, sanitary washroom having hot and cold running water and with toilet facilities, unless otherwise mutually agreed to.

## ARTICLE 31. EXTRA EMPLOYEES

- (a) A casual is an individual who is included in the bargaining unit but who is not on the regular seniority list and who is not serving a probationary period. A casual may be either a replacement casual or supplemental casual as hereinafter defined. Casuals shall not have seniority status. Casuals shall not be discriminated against for future employment. Supplemental casuals shall be paid from the time they clock in.
- (b) Casual employees may be used in any classification of work covered by this Agreement, subject to an eight (8) hour minimum daily guarantee if put to work in a full-time position.
- (c) Replacement casuals may be utilized by an employer to replace employees who are off due to illness, vacation or other absence. Where the Company has at least three (3) hours notice that a regular employee will be absent from his shift, the casual shall be started at the same time as the regular's starting time, in order to be counted as a replacement casual. Where the company has less than three (3) hours notice that a regular will be absent from his shift, a casual started within three (3) hours of the absentee's starting time shall qualify as a replacement casual. When used for such replacement the casual's time card shall be so noted, prior to the end of the employee's shift.

A replacement casual shall work within the classification of the person being replaced provided such casual is qualified to perform the duties of the absent employee.

- (d) Supplemental casuals may be used to supplement the regular work force if all available regular employees are working or scheduled to work. However, such supplemental casuals shall not be used to deprive regular employees or premium day work.
- (e) Any casual or non-seniority employee used by the Employer for twelve (12) eight (8) hour supplemental shifts within a calendar month shall be automatically processed by the Employer to determine whether the casual meets the Employer's hiring standards and qualifications. Such processing shall be completed within thirty (30) calendar days from the completion of the twelfth (12<sup>th</sup>) shift worked.

After such processing, if the casual employee meets the Employer's hiring standards and qualifications for regular employment, he/she shall be placed on a seniority list for regular employment; he/she shall not be subject to any probationary period. His/her seniority date will be the date he/she is put on the seniority list.

When an Employer utilizes eight (8) hour supplemental casuals thirty (30) or more days in any two (2) consecutive calendar months, the Employer shall add one (1) regular employee.

The Employer shall select and place a casual(s) into probationary status who has been working for the Employer. Once the number of new employees has been determined by the parties, the Employer must hire within sixty (60) days unless these proposals there is an intervening layoff. In the event of a layoff, the time period for hiring will be extended until the last man on layoff is recalled. The balance of the sixty (60) day hiring period then continues in effect that date. Failure to add regular employees within the prescribed time shall subject the Employer to runaround claims.

- (f) The parties acknowledge there may be a time when the absence of a particular regular employee is of such a nature that even though he still retains seniority status, it is not likely that even though he will return to work within a reasonable period. In such cases when such absence continues beyond three (3) calendar months a replacement casual shall not thereafter be used to fill such absence unless the Employer and the Local Union mutually agree to the continued use of a replacement casual.

A monthly list of all extra (e.g. laid off) casual (supplemental or replacement) and/or probationary employee used during the month shall be submitted to the Union by the tenth (10<sup>th</sup>) day of the following month. Such list shall show:

- (a) The employee's name, address and social security number;
- (b) The date worked;
- (c) The classification of work performed each date 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 the job shop steward.

Any alleged violation of this Article may be grieved by the Union.

- (g) Casual employee working a holiday shall be paid the applicable hourly rate of pay and shall be guaranteed a minimum of eight (8) hours of work on such day. Casual employees will not be used in a particular classification when the regular employees in that classification are laid-off and have not been offered work.
- (h) Temporary positions for four (4) weeks duration or longer shall be posted for bid. Employer shall have the option of replacing successful bidder with a casual employee.

## **ARTICLE 32. COFFEE BREAKS**

All employees shall be granted a fifteen (15) minute coffee break approximately halfway through the first half of their shift, and a fifteen (15) minute coffee break approximately halfway through the second half of their shift. Such coffee break shall be taken without loss of pay and the employee shall not be required to make up such time. Reasonable time spent by the employee walking from his assigned area to the coffee break area is included in the fifteen (15) minute coffee break period and time spent retuning to his assigned work is excluded from the fifteen (15) minute coffee break period.

In the event an employee is worked on an early call in basis of two (2) hours or more, such employee shall be granted a fifteen (15) minute coffee break at the beginning of their normal start time.

In addition an employee who is required to work overtime continuous to their regular scheduled shift, shall receive a fifteen (15) minute coffee break at the tenth (10<sup>th</sup>) hour provided the need to work overtime will continue beyond two (2) hours.

### **ARTICLE 33. SENIORITY VIOLATION**

In the event an employee is not worked in his rightful position of seniority he shall be compensated in the amount that was earned by the employee who was worked in his stead. In the event an employee is not worked in his rightful position of seniority and is later worked, he shall be compensated at the regular straight time rate of pay for all hours commencing at the time he should have worked and the time he did work, not to exceed seven (7) hours. The total amount an employee is paid under this provision, including penalty pay, shall not be less than that paid to the junior employee who was worked ahead of the senior employee. An employee whose seniority is violated under this provision and is either offered work at a later time and refuses or a verified attempt to offer work at a later time is made and the employee is not available, such employee shall not be eligible for the benefits of this provision.

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

All employees covered by this Agreement shall be paid for all time spent in 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 for work and registers in and until he is effectively released from duty. This does not include meal time when taken.

### **ARTICLE 35. WORK IN OTHER CLASSIFICATIONS**

The rate of pay for employee regularly engaged in more than one (1) specified classification group shall be the average rate of the groups in which work is performed, provided, however, that an employee must work an average of more than one (1) hour per day in a given classification in order that such classification be used in the computation of the combination rate. If employees work in a higher classification for four (4) or more hours in any one (1) day, the rate of pay for such higher classification shall apply for the entire day. The Employer shall provide reasonable opportunity for employees to upgrade themselves on all job classifications under this Local Supplement. Within operational limits, company equipment shall be made available under appropriate supervision. All such training shall be on the employee's own time.

### **ARTICLE 36. EMERGENCY CALL BACK**

When an employee has clocked out and actually departed from the Employer's premises and thereafter "called back" for a work assignment, he shall be guaranteed four (4) hours pay at one and one-half (1½) times the regular rate of pay for the classification of work that he performs. This is not to be considered as part of a split shift.



## **ARTICLE 37. CALL TIME**

Regular employees used to augment the work force or regular employees who are successful bidders for premium day work shall be notified of their start times between the second and third hour before such start time for work whenever possible, unless prior arrangement have been made. All regular employees, laid off employees, that are called for daily work shall be given two (2) calls, with a minimum of seven (7) minutes between calls. The second (2<sup>nd</sup>) call shall be verified by a bargaining unit employee before the employee is bypassed for work. The work call shall be made to one (1) number only, which has been submitted in accordance with the terminals' procedures. This does not prevent the Employer from calling additional employees to replace no show absentees up to the normal start time.

Laid-off employees used as supplements or replacements shall not be guaranteed forty (40) hours in the workweek.

Call time for regular laid-off employees shall be in accordance with Section 3(c) (“extra employees”).

## **ARTICLE 38. WORK OPPORTUNITY AT OTHER TERMINALS**

By mutual agreement between the Employer and the Union, laid-off employees may request in writing to their supervisors, to work at other terminals provided that:

- (1) The Employer has multiple terminals within a Union's geographic area, and
- (2) Subject to the workload and number of such requests,
- (3) Such use for available work will not be deemed a violation of the Agreement if laid-off employees are used prior to preferential casuals at these terminals.
- (4) Laid-off employees will not gain seniority at those locations.

An Employer will try to accommodate a laid-off employee's request to work. Provided however, laid-off employees shall receive the casual rate of pay and the casual health and welfare at these terminals. If a laid-off employee has already qualified for regular health and welfare at his home terminal, the Employer's Health and Welfare obligation is satisfied.

Laid-off employees receiving eighty (80) or more hours total compensation from those terminals shall receive regular health and welfare.

## **ARTICLE 39. APPENDIX “A”**

The classification of work performed by the employees under this Local Rider and the Groups for such classification as well as a general description of the duties performed under each classification are set forth in Appendix "A" attached hereto and made a part hereof.

It is recognized that due to technological changes, the duties of employees working the classification contained herein will vary.

It is also agreed and understood that the list of classification does not include all of the functions that are performed by the employees covered by this Local Supplement and not being listed in no way diminishes the fact that, that work continues to be bargaining unit work.

#### **ARTICLE 40. WORKWEEK – OVERTIME – PREMIUM PAY**

A. Overtime. One and one-half (1½) the regular hourly rate of pay as herein provided shall be paid for all work performed in excess of forty (40) hours in any one (1) workweek, or in excess of eight (8) hours in any one day (1) day (ten (10) hours in a 4/10 workweek). Daily overtime shall be credited against weekly overtime for all work performed on Saturdays, Sundays, and Holidays.

B. Premium Pay. Any employee performing work other than between the hours of 7:00 a.m. and 6:00 p.m. shall receive premium pay equal to ten percent (10%) of the regular hourly rate for the classification of work performed provided, however, that only the overtime rate shall apply to any work in excess of eight (8) hours in a day if such work is performed as a continuation of the employee's regular shift. When an employee works four (4) or more hours at ten percent (10%) premium during his or her regular shift, any overtime, if worked, shall include the ten percent (10%) premium rate.

This provision shall not apply to part time billers or regular employees hired on or after April 1, 1986. Such shift premiums as set forth above shall apply to casuals. Premium pay shall be included in the computing of paid holidays, vacations and sick leave pay.

C. Workweek. Forty (40) hours shall constitute a workweek to be worked in five (5) consecutive days, Monday through Friday. However, the Employer may establish a four (4) ten (10) hour workweek (Monday through Friday).

D. Saturday and Sunday Work. Any employee called and reporting for duty on Saturday and Sunday shall be guaranteed at least four (4) consecutive hours of work.

E. Premium Day Work. Choice of terminal premium day overtime in a classification shall be governed by terminal seniority within that classification, or by rotating seniority list, if mutually agreed to by the Employer and the Union.

#### **ARTICLE 41. HOLIDAYS**

The following holidays shall be observed: New Year's Day, President's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, December 24<sup>th</sup>, Christmas Day, the Employee's Birthday, Employee's Anniversary Date, Personal Holiday (see Note) Employees qualifying for holiday pay shall receive eight (8) hours straight time pay even though no work is performed, regardless of the day of the week on which the holiday may fall.

When one of the above holidays falls on a Sunday and is observed on Monday, Monday shall be considered a paid holiday. Work performed on these holidays shall be compensated for at the rate of time and one-half (1½) in addition to the credited pay for the day. Any employee who

reports for work and is put to work thirteen (13) days in the calendar month shall be entitled to any paid holiday which occurs during that month. Paid holidays, paid vacation and paid sick leave shall be counted as days worked for the purpose of this Article.

**NOTE: PERSONAL HOLIDAY**

A. An employee may choose any day of his preference for his personal holiday giving the Employer at least fifteen (15) calendar days written notice prior to the day chosen.

B. The Employer will grant the employee the day of his choice as his personal holiday, unless an excessive number of employees have chosen the same day and granting all the requests would affect the Employer's operation. In that event, the Employer may deny the request for the day chosen and the employee may request an alternate date.

C. An Employee off due to illness or on the job injury shall have the right to carry over his/her personal holiday

If the employee's birthday or anniversary date fall in the middle of the week (Tuesday through Thursday), he/she shall have the option of taking the Monday or Friday off during that week, provided he/she notifies the Company one week in advance. No employee shall work his/her birthday, anniversary day, or other designated day in lieu of said holiday unless it is mutually agreed upon. In arranging such optional holidays, it is agreed that the Employer's operation shall not be impaired because an excessive number of employees specify the same optional holiday date. In such event, the Employer shall permit not less than twenty percent (20%) of their work force to take such holiday on the same date. In such cases seniority shall govern the selection of employees granted such holiday. No seniority claim shall be recognized because an employee has taken an optional holiday.

Part-time employees added to the seniority list after the 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 42. VACATIONS – Full-Time Employees**

Subject to the thirteen (13) day qualification period outlined below, employees who have been in the service of the Employer for a period of one (1) year shall be granted two (2) weeks vacation with pay. Pay for such two (2) weeks vacation shall be computed on the basis of ninety (90) hours at the straight time rate of pay. An employee whose services terminate for any reason after six (6) months of continuous employment with the Employer shall be granted prorated vacation pay based on seven and one-half (7½) hours per month of employment; however, if his service should terminate for any reason prior to six (6) months of continuous employment with the same Employer, he shall not receive any prorated vacation pay.

Employees with three (3) or more years of service with the same Employer shall receive three (3) weeks vacation with pay each year. Pay for such three (3) weeks of vacation shall be computed on the basis of one hundred thirty-five (135) hours at the straight-time rate of pay. Prorated

vacation shall be based on eleven and one-quarter (11¼) straight-time hours pay for each month of employment. Employees with ten (10) or more years of service with the same Employer shall receive four (4) weeks vacation with pay each year. Pay for such four (4) weeks of vacation shall be computed on the basis of one hundred eighty (180) hours at the straight-time rate of pay.

Prorated vacation pay shall be based on fifteen (15) straight-time hours for each month of employment.

Any employee who completed twenty (20) or more years of service shall receive five (5) weeks (twenty-five (25) working days) vacation with pay each year. Pay for such five (5) weeks of vacation shall be computed on the basis of two hundred twenty-five (225) hours at the straight-time rate of pay. Prorated vacation pay shall be based on eighteen and three-quarter (18¾) straight-time hours for each month of employment.

Effective for vacations to be taken in the year beginning January 1, 2004, all Supplements will provide that the vacation schedule will be no less favorable to the employee than the following:

6 weeks of vacation after thirty (30) or more years of service.

Vacation pay may not accrue beyond the annual entitlement. Employees with unused vacation at the end of the vacation year will receive a lump sum payment equivalent to their available vacation pay for that year.

Time off due to illness or approved leave Of absence exceeding thirty (30) days shall not be accumulated toward vacation credit. Any employee who reports to work and is put to work thirteen (13) days in a calendar month shall be entitled to vacation credit for that month. Paid holidays, paid vacation and paid sick leave shall be counted as days worked for the purpose of this Provision.

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 twenty percent (20%) of the total number of employees by classification shall be permitted to go on vacation between May 1<sup>st</sup> and November 1st each year.

Employees may elect to schedule up to two (2) weeks of accrued vacation in increments of one (1) day, or a combination thereof, subject to the following:

(a) Employee must notify employer at the time of the annual bid of his/her election to schedule either one (1) week or two (2) weeks of accrued vacation in incremental days.

(b) Employees must notify the Employer prior to the date the employee elects to schedule the first day of such vacation in accordance with established Employer policies for receiving vacation pay on the payday prior to the start of a scheduled incremental vacation. Vacation payment for incremental vacation days shall be paid in full weekly amounts for each scheduled incremental week, unless

otherwise mutually agreed to. The scheduling of the remaining days of this week's accrued vacation shall be in accordance with established vacation scheduling procedures. The scheduling of incremental days shall be subject to the number of employees requesting such time off, including the number of employees who had previously scheduled a Personal Holiday. Granting of incremental vacation days shall be on a seniority basis and the number of employees allowed to schedule incremental days shall not be unreasonable.

All accrued vacation pay for the amount of vacation time to be taken is to be paid to the employee one (1) day before the employee's last shift worked. Such vacation pay shall be paid by separate check.

If any employee's paid vacation period accrues or is payable during a period in which he is otherwise entitled to unemployment compensation, the employee's right to and payment for such vacation shall be deferred for thirty (30) days. If, at the end of such period, the employee makes a written request for accrued vacation, payment will be made within five (5) working days.

Part-time employees hired after the date of ratification of this Agreement are ineligible for vacation under this Article.

### **ARTICLE 43. SICK LEAVE – Full Time Employees**

This Article applies only to employees who are on the seniority list as of the date of ratification of this Local Supplement. All employees employed as of the date of ratification, after four (4) months of service with the Employer, shall be entitled to receive eighty-eight (88) hours of sick leave pay each year except employees hired after April 1, 1985 who shall receive forty (40) hours of sick leave each year. The Employer may require a doctor's certificate or other reasonable proof of illness.

Employees covered by this provision may accumulate a maximum of one hundred and sixty (160) hours of unused sick leave.

If an employee schedules appointments for dentistry, eye care, medical treatments or physical examinations during regularly scheduled work hours, such time off shall be chargeable against the employee's sick leave credit at not less than full hour increments for each hour or fraction thereof.

Any employee who has sick leave credit and is drawing disability insurance or Workers' Compensation shall, at his request, be paid the difference between such benefit payments and his straight-time earnings for such time such benefit payments are made. These payments shall be charged to the employee's sick leave credit. The request for this procedure shall be made by the employee in writing.

## **ARTICLE 44. PART-TIME EMPLOYEES**

Terminals with five (5) bargaining unit employees or less may employ one regular part-time employee. In terminals other than break bulks of over five (5) bargaining unit employees, one (1) additional part-time employee in any classification shall be permitted for each seven (7) additional bargaining unit employees in the following manner:

5 employees or less	1 part-timer
6 through 11 employees	2 part-timers
12 through 18 employees	3 part-timers
19 through 25 employees	4 part-timers

Such formula shall carry on for each additional seven (7) employees. Such employee shall be guaranteed four (4) hours work per day, if worked over four (4) hours, part-time employees shall be guaranteed eight (8) hours for that day. Part-time position shall be bid and employees placed on the seniority list. Part-time employees shall be guaranteed a weekly minimum of twenty (20) hours of work. Vacations, Holidays, Sick Leave and Funeral Leave shall be applied to part-time employees on the seniority list as of ratification, on a pro rata basis. Vacation pay shall be computed the same as a regular employee. The Employer may utilize four (4) hour casuals to replace absent part-time employees.

## **ARTICLE 45. HEALTH AND WELFARE**

In accordance with the Office Clerical 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 46. PENSION PLAN**

In accordance with the Office Clerical Operational Supplement, the Company will continue to participate in the current pension plan 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 47. LOCAL 856 TERMINAL SENIORITY SYSTEM**

A terminal employee laid off thirty (30) consecutive working days or more may bid on any new opening at any other terminal location within the San Francisco Bay Area. Seniority and ability to perform the job task shall be the determining factor.

The successful bidder shall be placed at the bottom of the new terminal location's seniority list for work purposes, but shall retain his or her overall seniority for vacation purposes.

Any employee accepting such transfer loses all seniority at his former terminal.

**ARTICLE 48. 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.

DHL EXPRESS, INC.

FREIGHT CHECKERS, CLERICAL  
EMPLOYEES & HELPERS UNION LOCAL 856.  
I.B.T.

\_\_\_\_\_  
For:

\_\_\_\_\_  
Michael J. McLaughlin,  
Secretary-Treasurer

Date:  
\_\_\_\_\_

Date: \_\_\_\_\_

## **APPENDIX "A"**

To The  
DHL/TEAMSTERS LOCAL 856 LOCAL SUPPLEMENT TO THE NATIONAL MASTER  
COLLECTIVE BARGAINING AGREEMENT BETWEEN DHL EXPRESS (USA) INC. AND THE  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

This Appendix "A" which is attached to this Local Supplement sets forth the certain classification of employment as included in each of the individual groups, as well as the detailed description of the job duties which are to be used in determining the specific rate of pay for the individual employee in each of the various areas covered by this Local Supplement.

**Classification: Payroll Clerk**

**Job Description:**

Checks calculations made by others in figuring the company payroll, keeps various records showing distribution of payroll expenditures, makes out individual paychecks, disburses pay to workers or department heads and hands out the pay as individuals call for it. May perform other duties related to the processing of payroll. May also perform other duties associated with the Operations Clerk function.

**Classification: Operations Clerk**

**Job Description:**

Shall perform all bargaining unit work not performed by the Payroll Clerk classification, and bargaining unit work shall be consistent with past practice.



## APPENDIX "B"

### DHL/TEAMSTERS LOCAL 856 LOCAL SUPPLEMENT TO THE NATIONAL MASTER COLLECTIVE BARGAINING AGREEMENT BETWEEN DHL EXPRESS (USA) INC. AND THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

This Appendix "B" which is attached to the above described Local Supplement sets forth the minimum wage rates for the classifications of employment covered by such this Local Supplement in each of the variously described areas covered by the Agreement.

Increases will be added to the progression rates on October 1, 2008, April 1, 2009, April 1, 2010, April 1, 2011, and April 1, 2012

Effective Date:	Ratification	10/01/08	4/01/09	4/01/10	4/01/11	10/1/11	4/01/12	10/1/12
Payroll Clerk – Full Time	\$22.46	\$22.81	\$23.21	\$23.66	\$24.06	\$24.51	\$24.96	\$25.46

Employees hired after ratification who are in the classification of “Operations Clerk” shall receive the following progression:

Effective Date:	Ratification	10/01/08	4/01/09	4/01/10	4/01/11	10/1/11	4/01/12	10/1/12
Operations Clerk – Full Time	\$19.89	\$20.24	\$20.64	\$21.09	\$21.49	\$21.94	\$22.39	\$22.89

All employees currently employed will be paid in accordance with their current wage rate, and shall receive raises in accordance with the progression set forth above.

**LETTER OF AGREEMENT BETWEEN DHL AND TEAMSTERS LOCAL NO. 856**

The Company and Teamsters Local Union No. 856 have entered into a letter of agreement as follows:

Existing casuals will continue to be paid the existing casual rate following ratification, and if hired as a full-time employee, will go to the full-time rate at the time he/she advances to full-time. Part-time or casual employees hired after ratification will be paid the existing part-time rate (\$10.00 per hour after ratification) in effect when they are hired. Part-time or casual employees who advance to full-time shall be paid the full-time rate and benefits.

IT WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2008

COMPANY

UNION

DHL Express

Teamsters Local 856, affiliated with the International Brotherhood of Teamsters

By \_\_\_\_\_

By \_\_\_\_\_

Title:

Title: