

**Local 162 Ramp Local Rider
Effective
April 1, 2008 to March 31, 2013**

ARTICLE 22. 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 162, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS (hereinafter "Union" or "Local 162") covering all ramp employees in Portland, Oregon. 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 Pick-up 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 ramp employees represented by Local 162 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 ramp employees represented by Local 162.

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.

Where used in this Local Rider, words in the masculine also shall be used and construed as in the feminine in all cases where such construction would so apply.

ARTICLE 23. SENIORITY RIGHTS

Section 1. Seniority

There shall be one (1) DHL Ramp Operation seniority list. All benefits to apply as per company seniority.

Section 2. Seniority Application

(a) Seniority shall be granted any employee who has completed ten (10) training days and forty-five (45) working days. The employee's seniority date shall be their first date of employment.

(b) Ramp Seniority. Ramp seniority as defined in Section 1 above shall prevail for all purposes, including but not limited to holidays, daily overtime, sixth and seventh day work, replacement of absenteeism, vacation scheduling, layoff and recall.

(c) In the event an employee is not worked in his rightful position of seniority they shall be compensated in the amount that was earned by the employee who has worked in their stead.

(d) In the event an employee is not worked in their rightful position of seniority and is later worked in a position where they earn less money than they would have earned if they had been correctly worked, they shall receive the difference in pay.

(e) The Employer shall post a seniority list at least once every six months. Employees shall make written complaint to the Employer and the Union within thirty (30) calendar days after such posting. Any such complaint not settled between the Employer and the Union shall be submitted to the grievance procedure.

Section 3. Layoff

Pre-seniority part-time workers shall not be working if any regular employee is on layoff. Should a further layoff become necessary, the last employee on the seniority list shall be the first employee laid off and the layoff shall continue in that order, provided that such remaining employees are qualified to do the work of the employee with lesser seniority. Seniority shall be broken by more than one (1) year layoff. Any regular part-time ramp worker permanently laid off due to lack of work shall receive one (1) week's notice before such layoff. If not so notified, employee shall receive one (1) week's pay.

Section 4. Recall

In case of recall, the employees are to be returned to employment in the reverse order in which they were laid off. In calling the employees back, except in case of temporary employment, the employee shall be given ten (10) days' written notice of recall to their last known address. The employee must respond to such notice within five (5) days after receipt thereof, and actually report to work within seven (7) days. The Employer may utilize pre-seniority part-time employees until such time as a recalled employee reports to work. In the event the employee fails to comply with the above procedure, they shall have lost all seniority rights.

ARTICLE 24. WORKING HOURS / WORKING CONDITIONS

Section 1.

Ramp workers shall be guaranteed at least three (3) hours of work or pay per shift. Hours of work for ramp workers shall consist of one (1) minimum shift of three (3) hours or two (2) minimum shifts of three (3) hours each, one (1) shift in the a.m. and one (1) shift in the p.m. Ramp workers shall select shifts on a seniority basis. Ramp workers may volunteer to work both shifts and the Company shall assign volunteers by seniority, but ramp workers shall not be required to work both shifts. The workweek for ramp workers shall be Monday through Sunday. All known work assignments shall be bid on a quarterly basis. All other assignments which are not known at the time of the quarterly bid shall be bid by seniority as needed. Additional shifts may be created by mutual agreement between the Company and the Union. The Union shall not unreasonably withhold agreement.

Section 2.

The starting time for ramp workers shall be coordinated with the arrival and departure of the aircraft. There shall be regular scheduled starting times for ramp workers. Any change in start time shall be posted on the time clock for the following day.

Section 3.

In the event the DHL aircraft is delayed more than two (2) hours from its currently scheduled arrival, the Company will have the right to back up start times and/or send employees home without a guarantee. The Company will make reasonable efforts to contact the employee one and one-half hours prior to their start time.

Section 4.

Ramp workers will only perform work that is considered ramp work including the loading and unloading of the DHL aircraft, loading and unloading of the feeder aircraft and the operating of ramp equipment.

Section 5.

Ramp workers will not perform work that is considered drivers' work, including all driving, dock work, sorting, dropping off or picking up of any freight to other airlines, and performing shuttle runs.

Section 6.

All hours compensated for by an employee in excess of eight (8) hours per day or forty (40) hours per week shall be overtime paid for at time and one half (1½) the regular straight time rate of pay. Time and one half (1½) the regular straight time rate of pay shall be paid for all hours compensated on the sixth (6th) consecutive day. Double time (2x) the regular straight time rate of pay shall be paid for all hours worked on the seventh (7th) consecutive day worked for all employees. Work performed on Sunday shall be paid at time and one half (1½) unless such day is the seventh consecutive work day, in which case, the above double time (2x) rate would apply.

Section 7. Uniforms and Personal Grooming

Where uniforms or special working clothes are required by the Employer, the Employer shall furnish same. The Employer shall replace all clothing destroyed in an on-the-job wreck or an on-the-job fire. The Employer has the right to establish and maintain reasonable standards for wearing apparel and personal grooming. Upon request the Employer shall provide employees with reflective jackets, vests, hats and rain gear.

Section 8.

It is understood that the DHL Ramp Operation may only be utilized on the ramp at one (1) mainline aircraft operation.

Section 9.

After six (6) months of service, a ramp employee may bid into a permanent part-time driving position and the Employer shall fill such openings, subject to seniority and qualifications, prior

to hiring from the outside. Ramp workers must notify the Employer in writing of their interest in filling a driving position. Ramp workers who successfully bid into a driver position shall gain seniority in accordance with Article 23, Section 2(a), of the Local 162 Driver Local Rider. A ramp employee shall retain his Company seniority for the purpose of fringe benefits, but shall be placed at the bottom of the master driver seniority list for the purpose of layoff, recall, bid and the selection of vacation. Time spent working on the ramp will count towards the progression schedule outlined in Article 25 Section 1 of the Local 162 Driver Local Rider. If a ramp employee's wage rate exceeds that outlined in the progression schedule he will be red circled at his current wage rate until such time as the progression rate exceeds that rate.

Section 10.

If an employee does not satisfactorily complete the probationary period, they may return to the ramp worker classification based on Company seniority.

Section 11.

It is understood that the Ramp worker classification may perform sorting out of the belly of the aircraft into as many as five vehicles.

ARTICLE 25. WAGE RATES

Section 1.

The following wage rates will apply for existing part-time ramp employees is as follows:

	Ratification	4/1/09	4/1/10	4/1/11	4/1/12
Hire	\$10.70	\$10.90	\$11.125	\$11.55	\$12.025
6 months	\$11.45	\$11.65	\$11.875	\$12.30	\$12.775
12 months	\$12.45	\$12.65	\$12.875	\$13.30	\$13.775
18 months	\$13.45	\$13.65	\$13.875	\$14.30	\$14.775
24 months	\$15.50	\$15.70	\$15.925	\$16.35	\$16.825

Section 2.

The part-time wage progression for those part-time ramp employees hired after ratification is as follows:

Hire	\$10.00
12 months	\$10.20
24 months	\$10.425
36 months	\$10.85
48 months	\$11.325

Section 3.

The above-listed wage rates do not include any cost of living allowance pursuant to Article 21, Section 2 ("Wages-COLA") of the DHL-Teamsters National Agreement, which shall be calculated according to that article and section each year and added to the above-listed wage rates as appropriate.

Section 4.

Casual employees shall receive eighty-five percent (85%) of the above-listed new hire wage rates, which shall take effect on the dates shown above.

ARTICLE 26. HEALTH & WELFARE

Section 1.

Effective April 1, 2008 (based on March 2008 hours), the Employer shall pay to the Oregon Teamsters Employers Trust the sum of \$1046.25 per month for Plans F-W, Dental 6, Vision 4, Supplemental Time Loss and Retirees 3, on behalf of each employee employed under this Agreement who will have been compensated by the Employer for not less than eighty (80) hours during the previous calendar month. It shall be the duty of the Trustees of the Oregon Teamsters Employers Trust to prescribe insurance coverage and benefits for such amount of premium to cover employees under this Contract.

Section 2.

The Employer agrees that during the life of this agreement should the Trustees of the Health and Welfare, Dental, Vision and Retirees Plans determine during the life of the Agreement that it is necessary to increase the monthly premium rate in order to maintain the same schedule of benefits provided under Plans F-W, Dental 6, Vision 4, Supplemental Time Loss and Retirees 3, the Employer shall pay the increased monthly premium rate provided said increases do not exceed the one dollar (\$1.00) per hour per employee for each year of the contract as allocated between the health and welfare and pension plan by the Area Rider Co-Chairs. Any unused health and welfare amounts designated by the Area Rider Co-Chairs shall be utilized in order to off-set increased costs (if any) in successive plan years. Effective January 1, 2013 any unused allocated health and welfare amounts shall be designated for use by the pension plan.

In the event the amounts allocated by the Area Rider Co-Chairs are not sufficient to meet the amounts required to maintain the same schedule of benefits, or the amount exceeds the amount provided under Article 20 (i) of the PUD Operational Supplement, responsibility for such shortages shall be borne by the employees on a monthly, lump sum, pre tax basis. In the event of such an occurrence the Area Rider Co-Chairs shall meet to establish the specific amounts required and designate the specific pay period in which they are to be deducted.

Section 3.

The parties agree to accommodate the Union, the Employer, the employees and the Health & Welfare Trust in regards to qualified health maintenance organizations, if so determined by the Trustees.

ARTICLE 27. 401(K) PLAN

Section 1.

Effective August 1, 2003 the Employer agrees to participate in the Teamsters National 401(K) Plan, a plan intended to conform to the requirements of Internal Revenue Code Section 401(K) for certain tax exempt, employee contributory plans. The Employer's obligations to the plan created by this Agreement are limited to:

1. The timely execution of the Plan's Subscriber Agreement;
2. The timely payment of that portion of their wages employees elect to pay into the Plan.

ARTICLE 28. PENSION

Section 1.

The Employer shall pay into the Western Conference of Teamsters Pension Trust Fund on account of each member of the bargaining unit, for each hour for which compensation is paid not to exceed 2,080 hours per calendar year.

	Basic Rate		PEER-84		Total Rate
Effective April 1, 2008 (on March 2008 hours)	\$2.09	+	\$0.14	=	\$2.23

Effective April 1, 2009, based on March 2009 hours and all months thereafter not to exceed 2,080 hours in a calendar year, the Employer shall increase the contribution to the Western Conference of Teamsters Pension Trust Fund for each member of the bargaining unit by an amount as directed by the Area Rider Co-Chairs, but in no event shall the increase exceed \$1.00 per hour, per year, for all health and welfare and pension benefits contained herein.

Effective April 1, 2010, based on March 2010 hours and all months thereafter not to exceed 2,080 hours in a calendar year, the Employer shall increase the contribution to the Western Conference of Teamsters Pension Trust Fund for each member of the bargaining unit by an amount as directed by the Area Rider Co-Chairs, but in no event shall the increase exceed \$1.00 per hour, per year, for all health and welfare and pension benefits contained herein.

Effective April 1, 2011, based on March 2011 hours and all months thereafter not to exceed 2,080 hours in a calendar year, the Employer shall increase the contribution to the Western Conference of Teamsters Pension Trust Fund for each member of the bargaining unit by an amount as directed by the Area Rider Co-Chairs, but in no event shall the increase exceed \$1.00 per hour, per year, for all health and welfare and pension benefits contained herein.

Effective April 1, 2012, based on March 2012 hours and all months thereafter not to exceed 2,080 hours in a calendar year, the Employer shall increase the contribution to the Western Conference of Teamsters Pension Trust Fund for each member of the bargaining unit by an

amount as directed by the Area Rider Co-Chairs, but in no event shall the increase exceed \$1.00 per hour, per year, for all health and welfare and pension benefits contained herein.

Section 2.

The contributions required to provide the "Program For Enhanced Early Retirement" are not taken into consideration for benefit accrual purposes under the Plan. The additional contribution for the PEER-84 must at all times be 6.5% of the basic contribution and cannot be decreased or discontinued at any time.

Section 3.

The total amount due each month shall be remitted in a lump sum not later than ten (10) days after the last business day of the month. If Employer fails to make contributions as required, such shall be deemed a breach and the Union, without liability therefore, may implement any economic action deemed expedient and such shall not be a violation of this Agreement.

Section 4.

Employer agrees to execute all necessary Trust forms and abide by the rules established by the Trustees to facilitate accurate determination of hours, contributions and collections. Upon Union request, the Employer shall furnish a copy of pension transmittals.

Section 5.

For probationary employees hired on or after the ratification of this agreement, the Employer shall pay an hourly contribution rate of \$0.10 including \$0.01 for PEER/84, during the probationary period defined in Article 23 of the Local 162 Ramp Local Rider, but in no case for a period longer than the first ninety (90) calendar days from an employees first date of hire. If and when this period is completed, the full standard contribution rate shall apply. Contributions shall be calculated on the same basis as described above.

Section 6.

If an employee is absent because of illness or off the job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of (1) month after contributions for active employment ceases. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months beginning with the first month after contribution for active employment ceases.

ARTICLE 29. VACATIONS

Section 1. Eligibility for Vacation

- (a) Part-time employees hired on or before ratification of this Agreement who are covered by this Agreement who have completed one (1) year of service or more shall receive one (1) week of vacation pay.

- (b) Part-time employees hired on or before ratification of this Agreement who have completed two (2) years or more of service shall receive two (2) weeks of vacation with pay. A like vacation shall be given upon completion of each year of service through the sixth (6th) year of employment.
- (c) Part-time employees hired on or before ratification of this Agreement who have completed seven (7) years or more of service shall receive three (3) weeks of vacation with pay. A like vacation shall be given upon completion of each year of service through the fourteenth (14th) year of employment.
- (d) Part-time employees hired on or before ratification of this Agreement who have completed fifteen (15) years or more of service shall receive four (4) weeks of vacation with pay. A like vacation shall be given upon completion of each year of service through the nineteenth (19th) year of employment.
- (e) Part-time employees hired on or before ratification of this Agreement who have completed twenty (20) years or more of service shall receive five (5) week's vacation with pay.

Section 2. Pro Rata Vacation

Part-time employees hired on or before ratification of this Agreement who quit or are terminated for any reason after nine (9) months shall receive pro rata vacation pay.

Section 3. Holiday During Vacation

If an employee's vacation period includes a holiday as specified in Article 30 of the Local 162 Ramp Local Rider, they shall receive the specified holiday pay in addition to their vacation pay.

Section 4. Unemployment compensation

If an 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 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.

Section 5. Scheduling

A vacation roster shall be posted no later than February 1st of each calendar year and shall remain posted until the workday following April 1st. The principle of seniority shall apply in vacation selections within this time. Any week left available after April 1st shall be on a first come, first served basis. The vacation selection year shall be from April 1st to the end of March.

Section 6.

Vacation pay for part-time employees hired on or before ratification of this Agreement will be on a pro-rated basis, calculated by averaging the number of hours worked per week from the previous four (4) weeks.

Section 7.

It is understood that the Company need not allow more than ten percent (10%) of the seniority employees off from the Ramp operation at any one time for vacation only.

Section 8.

It is understood that during the months of January through November, the Company need not allow more than ten percent (10%) of the seniority employees off at each station at any one time for vacation only. This breaks down as follows:

0 -15 Employees = 1 Employee Off	56-65 Employees = 6 Employees Off
16-25 Employees = 2 Employees Off	66-75 Employees = 7 Employees Off
26-35 Employees = 3 Employees Off	76-85 Employees = 8 Employees Off
36-45 Employees = 4 Employees Off	86-95 Employees = 9 Employees Off
46-55 Employees = 5 Employees Off	96-105 Employees = 10 Employees Off and so forth

Section 9.

During the peak period, (Thanksgiving through Christmas), the Company will allow the following number of ramp employees off for vacation.

- 3 weeks prior to Christmas - 3 employees
- 2 weeks prior to Christmas - 2 employees
- 1 week prior to Christmas - 1 employee
- The week of Christmas - 1 employee

ARTICLE 30. HOLIDAYS

Section 1.

The following shall be considered as holidays under this Agreement, unless changed by State or Federal laws

New Year's Day (Jan 1st)	Four Optional Holidays of Employee's Choice
Memorial Day	(i.e., Martin Luther King Jr Day,
Fourth of July	President's Day, Columbus Day, Etc.)
Labor Day	
Thanksgiving Day	
Christmas Day (Dec 25)	
*Employee's Birthday	

*Employee's Birthday may be observed on another day to be determined at management discretion.

Section 2.

Holiday pay for part-time employees hired on or before ratification of this Agreement will be on a pro-rated basis, calculated by averaging the number of hours worked per week from the previous four (4) weeks. Part-time employees hired after the date of ratification of this Agreement shall receive paid holidays prorated based on the average number of hours worked in the two weeks before the holiday.

Section 3.

An employee with seniority who has worked within seven (7) days prior to a holiday shall be entitled to the aforementioned holidays.

Section 4.

Employees who are serving their probationary period are not entitled to holiday pay for holidays falling within such probationary period.

Section 5.

Resignation or termination of employment shall terminate all subsequent holiday benefits.

Section 6.

Regular part-time employees are entitled to holiday pay if the holiday falls within the first thirty (30) calendar days of absence due to illness or non-occupational injury, or within sixty (60) calendar days of absence due to an occupational injury. This does not apply to employees taking leave of absence for full-time employment with the Union. If during a leave of absence due to sickness or injury an employee becomes gainfully employed, the Employer will be relieved of responsibility for holiday pay.

Section 7.

If an employee chooses to take time off for an optional personal holiday, then the employee shall give fourteen (14) days notice to the company. The selected day shall not be changed by the company or by the employee. Seniority selection shall prevail in the selection of the day to be taken.

Optional Floating Holiday may be granted upon employee request. However, in no case will the combination of employees granted vacation or a Floating Holiday on any given day exceed one (1).

ARTICLE 31. FUNERAL LEAVE

In the event of a death in the immediate family, (father, mother, father-in-law, mother-in-law, wife, husband, brother, sister, son, daughter, grandparents, grandchildren, step-parents, step-children, sister-in-law, and brother-in-law), an employee with seniority shall be entitled to be paid for three (3) days of funeral leave; the compensable day or days must fall on a regularly scheduled workday or days. If there is a five (5) day lapse between death and funeral, then another day may be taken instead of the day before the funeral. Funeral Leave pay for part-time

employees employed on or before the date of ratification of this Agreement will be on a pro-rated basis, calculated by averaging the number of hours worked per week from the previous four (4) weeks.

ARTICLE 32. SICK LEAVE

Section 1.

Effective the date of ratification, this Agreement shall provide for six (6) days sick leave in each year of the Contract for part-time employees hired on or before ratification of this Agreement.

Section 2.

(a) Sick leave may be taken during any time between August 1st and July 31st of each contract year and will be paid by calculating the number of hours worked per week from the previous four (4) week period, at the applicable hourly rate in effect at the time of sick leave. Sick leave not taken each contract year will be paid on the same basis as above, on the next following pay period at the applicable classification rate.

(b) Employees hired during the course of a contract year will be entitled to sick leave on a pro-rated basis and paid for any unused sick leave on a prorated basis.

Section 3.

Sick leave will be paid to eligible employees beginning on the first (1st) working day of absence due to sickness or accident. In the event the employee is hospitalized, payment of sick leave will commence upon the first day of hospitalization. A doctor's statement may be required to justify a claim for sick leave.

Section 4. Worker's Compensation

Worker's Compensation loss of working time as a result of an accident or injury as recognized by the Worker's Compensation Board suffered during the course of employment, may be subject to sick leave benefits in accordance with the above, to the extent of the difference between disability benefits paid by Worker's Compensation and the employee's regular pay for an eight (8) hour day and/or a forty (40) hour week. The injured employee shall receive sick leave benefits on the first (1st) day of absence under this provision up to their accumulated sick leave bank.

Section 5. Hospital Leave

In addition to sick leave, each seniority employee hired on or before ratification of this Agreement is entitled to five (5) days per year for hospitalization only. There shall be no cash out or accumulation of hospital leave if unused, and the employee must be admitted on an inpatient basis to be eligible for the benefit.

Section 6.

Effective the date of ratification of this Agreement, employees hired on or before ratification of this Agreement shall accumulate sick leave at the rate of 1/2 day per month. Sick leave shall be taken only for the purpose of a bona fide illness, injury or under the provisions of applicable law.

Section 7. Sick Leave Bank

At the employee's option, any unused sick leave shall be accumulated into a bank to be used for future illness or injury of that employee. Employees must notify the Company prior to July 15th of each year whether or not they will be banking their unused sick leave. Employees choosing not to bank unused sick leave will be paid at the applicable hourly rate on the next pay period following July 31st of each contract year.

Section 8.

Employees who retire from the Company under the pension plan to which the Company contributes shall be paid for all unused sick pay in the Sick Leave Bank upon retirement.

ARTICLE 33. JURY DUTY

When a part-time employee covered by this Agreement who has been hired on or before ratification of this Agreement is called upon for jury service in any municipal, county, state or federal court, they shall advise the Employer upon receipt of such call, and if taken from their work for such service, shall be reimbursed as provided herein for any loss of wages while actually performing such service; provided they exhibit to the Employer their properly endorsed check and permits the Employer to copy the check or voucher they received for such service. The amount they received for such service shall be deducted from the amount they should have received at their regular day's rate during the regular working days, Jury Duty pay for part-time employees will be on a pro-rated basis, calculated by averaging the number of hours worked per week from the previous four (4) weeks they missed while performing such service. To be entitled to such reimbursement, the employee who reports for jury duty and is excused must report immediately by telephone to their supervisor to determine if work is available for them. An employee on night shift shall be considered on day shift for purposes of this provision.

ARTICLE 34. NON-DISCRIMINATION

Section 1.

The Employer and the Union agree not to discriminate against any individual with respect to their hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex or national origin, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of their race, color, religion, age, sex or national origin.

Wherever this contract makes reference to an employee in the masculine gender, it shall be presumed to be equally applicable to the feminine gender.

Section 2.

Any employee member of the Union acting in any official capacity whatsoever shall not be discriminated against for their acts as such officer of the Union so long as such acts do not interfere with the conduct of the Employer's business, nor shall there be any discrimination against any employee because of Union membership or activities.

Section 3.

No employee shall be discharged or discriminated against for Union activities or for upholding Union principles.

ARTICLE 35. FLIGHT BENEFITS

Section 1.

When the Company has flight benefits available to their employees, those benefits shall be made available to the employees covered by this Agreement.

The employees who use those benefits shall follow all rules and restrictions, including but not limited to rules concerning Dress Code, amount of luggage, behavior and conduct as well as seating assignments, all as outlined by the providing airline. Any failure to abide by such rules may result in disallowance of the benefit by the carrier granting the benefit.

Section 2.

The removal of an employee from participation in a carrier's flight benefit program for violation of the carrier's rules, shall not be subject to the grievance procedure.

ARTICLE 36. ATTENDANCE

Section 1. Absenteeism

It is recognized by Local 162 and DHL Express that having employees at their jobs and working every day is a fundamental factor in providing service to our customers and assuring the efficient operation of the Company.

The following policy shall act as a means to ensure that each employee executes his responsibility relative to good attendance.

A 9-month rolling cycle will be used to measure absenteeism occurrences. No such absenteeism occurrence will remain in effect for a period of more than nine (9) months.

Employees must contact a Company representative at least one (1) hour prior to the start of their first shift each day of absence. Employees will be given specific phone numbers for sick calls. The Company shall have a representative on duty to receive such calls.

A progressive scale will be used to determine the appropriate level of discipline required. This scale is listed by number of individual absenteeism occurrences within the 9-month rolling cycle mentioned above. A self-explanatory scale for each instance of absenteeism occurrence is listed below.

- 1st occurrence: Verbal Notification
- 2nd occurrence: Verbal Notification
- 3rd occurrence: Verbal Notification
- 4th occurrence: Written Counseling
- 5th occurrence: Warning Letter
- 6th occurrence: 1-Day Suspension
- 7th occurrence: 3-Day Suspension
- 8th occurrence: Termination

Section 2. Tardiness

A 9-month rolling cycle will be used to measure tardy occurrences. No such tardy occurrences will remain in effect for a period of more than nine (9) months.

Records of all tardy occurrences will be obtained from the electronic daily time card review (TMS). The actual punch time for each employee is recorded electronically and will be reviewed by station management.

A tardy occurrence shall be charged for a late punch in time based on the daily time card review, i.e., if a shift begins at 0700 and an employee punches in after 0700, then this employee is considered tardy.

A progressive scale will be used to determine the appropriate level of discipline required. This scale is listed by number of individual tardy occurrences within the 9-month rolling cycle mentioned above. A self-explanatory scale for each tardy occurrence is listed below.

- 1st occurrence: Verbal Notification
- 2nd occurrence: Verbal Notification
- 3rd occurrence: Verbal Notification
- 4th occurrence: Written Counseling
- 5th occurrence: Warning Letter
- 6th occurrence: 1-Day Suspension
- 7th occurrence: 3-Day Suspension
- 8th occurrence: Termination

Section 3. No-Call No-Show

A No-Call No-Show is defined as: Any absence without notifying the company one (1) hour after the start of his shift.

A nine (9) month rolling cycle will be used to measure No-Call No-Show occurrences. No such occurrences will remain in effect for a period of more than nine (9) months.

1st occurrence: Warning Letter
2nd occurrence: 3-day Suspension
3rd occurrence: Termination

ARTICLE 37. EXAMINATIONS

All costs of any employee examination(s) required by any governmental act, regulation or agency shall be paid by the Company and employee(s) shall be compensated at straight time for all time thereby consumed.

This Article does not apply to examinations for drivers or chauffeurs licenses nor to necessary examinations before first qualifying for employment. If the Company requires that employees obtain a commercial drivers license or additional endorsements, the Company shall be required to pay for such endorsements. In addition, because of equipment utilized by DHL Express, and freight that is handled, additional endorsements for air brakes and hazardous materials will be required of all employees.

The Company will execute and pay for all identification, documents proof of citizenship or any other means, including time spent, required by the Company and/or the Company's customer(s) to ensure that the employee shall have access to any job location he/she is being dispatched to.

ARTICLE 38. NOTIFICATION TO THE UNION

Within seven (7) days from the date of hiring of a new employee, the Employer will give to the Union in writing the following information: (1) name, home address, telephone number of the newly hired employee; (2) date employee was hired. Upon request from the Local Union the Employer shall update this list on an annual basis by furnishing the employee's address of record and telephone number, if available.

ARTICLE 39. PAYROLL

Section 1. Pay

Employees, whether paid by cash, check, draft or voucher shall receive itemized statement of all earnings and deductions, i.e., regular hours, overtime hours, holidays, vacations, mileage (if any) subsistence, layover, taxes, FICA, etc.

Upon termination, all monies due shall be paid on the first following pay day.

All employees covered by this agreement shall be paid in full by the next following week. The pay period shall be Monday through Sunday.

Not more than seven days shall be held on an employee's paycheck. Each payday shall be on the Thursday following the end of the pay period.

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 the employee is effectively released from duty.

The Employer will not allow employees to work prior to their start time without appropriate compensation.

Wages for properly selected vacations, in all instances, will be paid to the employees no later than the workday prior to their vacation. If the employee does not receive his/her vacation check, the Employer will make all reasonable efforts to provide the check the following day including delivery by Saturday or Express delivery.

The Company will continue their endeavor to work toward a solution of taxing all checks at the employee's regular withholding tax rate.

Section 2. Time Cards

A weekly time card report shall be distributed to each employee on Monday of each week and shall contain information regarding for each day:

- Scanned in
- Start time
- Lunch
- Scanned out
- Straight time hours
- Overtime hours

In the event an employee's regular payroll check or draft is not available by the close of the normal business hours on the employee's regular payday, upon request of the employee, the Employer shall issue drafts whenever possible.

In the event of a payroll shortage equal to or greater than a full days pay, the Employer shall issue a draft upon request of the employee. Such draft shall be available by the end of the business day follow the day the shortage was due.

Failure to comply shall subject the Employer to pay liquidated damages in the amount of eight (8) hours pay for each day of delay.

ARTICLE 40. DURATION

The term of this Local Rider 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
8th day of October 2009

COMPANY

UNION

TEAMSTERS LOCAL UNION NO. 162 affiliated
with the International Brotherhood of Teamsters

BY Patricia Ann Bracke

BY B. J. King

TITLE Vice President
Labor Relations

TITLE President

ADDENDUM

Cardinal infractions for this Local Rider are:

- a. Dishonesty
- b. Drunkenness
- c. Recklessness resulting in serious accident while on duty
- d. The carrying of unauthorized passengers
- e. Unprovoked physical assault on an employee or customer
- f. Selling, transporting or use of illegal narcotics and/or controlled substances while on duty.
- g. Willful, wanton, or malicious damage to the Employer's property
- h. Proven negligence resulting in serious equipment damage while on duty
- i. For the specific reasons provided for under Article 23 of the DHL – Teamsters National Agreement (“Special Licenses and Drug/Alcohol Testing”) and Article 3 of the DHL – Teamsters Pick-up and Delivery Operational Supplement (“Equipment, Safety and Health”).