

Local 25 Office Clerical Rider

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

This Agreement is entered into by and between DHL EXPRESS (USA), INC. (hereinafter the "Company", "Employer" or "DHL"), the Teamsters DHL National Negotiating Committee ("TDHLNNC"), and LOCAL UNION NO. 25, affiliated with THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS (hereinafter "Union"). This Local Rider is supplemental to and becomes a part of the National Master DHL Agreement, hereinafter referred to as the "National Agreement" and the 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 the Union and approved in writing by TDHLNNC as provided in the National Agreement (Article 2, Scope of Agreement, Section 1, Scope and Approval of Local Supplements).

Once this Local Rider becomes effective, it (together with the National Agreement and Operational Supplement) shall supersede, cancel and replace in its entirety the pre-existing collective bargaining agreement between the parties for the affected office clerical employees represented by the Union.

The terms set forth in each Local Rider shall supersede any conflicting terms in their applicable Operational Supplement. Challenges/grievances arising out of alleged conflicts shall be submitted directly to the National Grievance Committee for a decision.

ARTICLE 21. EMPLOYEES COVERED

Employees covered by this Agreement shall be construed to mean, and limited to, the Clerical Employees who are employed by the Employer at the Employer's place of business at Logan International Airport, Boston, Massachusetts, and any other terminal facility which the Employer may open within a fifty (50) mile radius thereof, who work in the following departments: International Department, Inbound Department, Outbound Department, Customer Service Department, Rating, Teletype Operator and OS and D. The company will maintain a master seniority list for purposes of lay-off/recall and an annual bid. The company will maintain a master seniority list for purposes of lay-off/recall and an annual bid. Terminal seniority would apply in all other bid situations (e.g.) daily overtime, vacations, sick leave replacement, premium day work etc. An annual bid will be posted in December of each year in conjunction with the vacation bid to be effective in January and will be done from the master seniority list. Any new facility opening in the Local 25 jurisdiction will require clerical staffing. Assist in Driver Check-ups.

ARTICLE 22. UNION RECOGNITION

(A) The Employer and the Union agree that the Union is the sole collective bargaining representative for the Employees covered by this Agreement.

(B) The term "Employee" or "Employees" as used in the Agreement shall not be construed to extend to, or effect in any way Station Managers, Assistant Station Managers, Office Managers, Operations Managers, Salesmen, Supervisory Personnel, Executive Personnel, Confidential Employees, Sales Trainees and Management Trainees. This shall include all Employees within the meaning of the Labor-Management Relations Act of 1947, as amended.

ARTICLE 23. STEWARDS

The Employer recognizes the right of the Union to designate Job Stewards and alternates for each terminal from the Employer's seniority list but no more than one in each classification. The authority of job stewards and alternates so designated by the Union shall be limited to, and shall not exceed the following duties and activities:

- (1) The investigation and presentation of grievances to his Employer or the designated company representative in accordance with the provision of the collective bargaining agreement;
- (2) The collection of dues when authorized by appropriate Local Union official;
- (3) The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information:
 - (a) have been reduced to writing, or
 - (b) if not reduced to writing, are of a routine nature, and do not involve work stoppages, slowdowns or refusals to handle goods.
- (4) Employees at their request may have their shop steward or alternate present at discussions with management which may lead to discipline or discharge of the employee.

Job stewards and alternates have no authority to take strike action, cause a slowdown or any other action interrupting the Employer's business, except as authorized by official action of the Union. The Employer recognizes these limitations upon the authority of job stewards and their alternates, and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline including discharge, in the event the shop steward has taken unauthorized strike action, or work stoppage in violation of this Agreement. The Union reserves the right to remove the Shop Steward at any time for the good of the Union.

Stewards shall be granted super-seniority for layoff purposes only. Past practice in regard to rehire, bidding and job preference shall apply.

ARTICLE 24. ACCESS TO PREMISES

Authorized agents of the Union shall have access to the Employer's establishment during working hours, including the right to check trucks in transit, investigate working conditions, collect dues, and inspect all time cards, log books, and other payroll records of the Employer, for the purpose of determining whether or not the terms of this Agreement are being complied with. The Employer will make such records available within seven (7) days of the Union's request and will provide a suitable bulletin board in a conspicuous place for posting of information of interest of the members of the Union.

ARTICLE 25. SENIORITY AND PROMOTIONS

The following provisions replace Article 12 of the Office Clerical Operational Supplement ("Seniority, Layoff & Recall") in its entirety.

- (A) Seniority for employees governed by this Agreement shall be defined as the period of employment with the Employer in the work covered by this Agreement at the terminal within the jurisdiction of the Local Union. It shall be deemed to include any seniority presently held by an Employee through Agreement between the Employer and the Union prior to this Agreement. It is expressly understood that part-timer seniority is applicable only to part-time positions and full-time seniority is applicable only to full-time positions.

There shall be maintained separate seniority rosters for full-time and part-time employees. If an employee voluntarily elects to transfer from a full-time position to a part-time position, that employee's seniority date for the purpose of this Agreement shall be the date on which the employee transfers to the part-time position and the employee will be removed from the full-time roster and placed on the part-time roster.

- (B) All new employees shall be hired on a thirty (30) calendar days' trial basis and shall work under the provisions of this Agreement, within which they may be dismissed without protest by the Union. However, the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members. After thirty (30) days trial period they shall be placed on the seniority list as regular employees in accordance with their date of hire, provided, however, that an employee must work a minimum of ninety-six (96) hours during this thirty (30) days trial period.
- (C) The parties hereto recognize and accept the principle of seniority in rehiring and laying off. Employees of a higher classification shall be given an opportunity to work in a lower classification in lieu of a layoff provided they are the Senior employees. Seniority shall prevail in selection of starting times, in recall to work opportunity in the event of layoff for lack of work, in recall to work after layoff, in selection of vacations from the vacation schedule. Seniority does not give an employee the right to choose any specific assignment or department. In the event of a layoff, the layoff shall be conducted in the following order:
- (1) Part-time employees shall be terminated in inverse seniority order first;
 - (2) If all part-time employees have been laid off, full-time employees in inverse seniority order shall be laid-off next.
- (D) No full-time position existing on the effective date of this agreement, may be laid off so long as any part-time employee is working. The company agrees to restore full-time status, those individuals currently working part-time with recall rights to full-time caused by the removal of customer service for the duration of the Agreement.
- (E) In the event the Employer lays off employees, it shall give three (3) working days notice to the affected employees. In the event that this is not possible, employees will receive notice or pay in lieu thereof of two (2) working days and will receive time and one-half

compensation for all hours worked on the last working day prior to the layoff notice.

In the event an employee has been laid off, he shall be recalled by telephone or telegram or personal contact at the last address given to the Employer at least the night before he is to return to work except in the event of illness on that day.

Where work develops during the next day, the Employer shall, in the order of seniority of the laid-off men, make such work available by telephone or telegram or personally contacting the employee at his home or such place as shall have been designated with the supervisor as the place of contact. An employee recalled by the above procedure must notify the Employer as soon as possible in advance of the specified time for his report of his intention to report. In the event the employee fails to comply with the above provision, he shall have no claim for work opportunity lost until he reports, but the Employer shall be responsible for the work opportunity lost if he shall fail to comply with these provisions.

- (F) Seniority shall be broken only by:
- (1) Discharge
 - (2) Voluntary quit
 - (3) Failure to respond to a notice of recall as specified in Article 23, paragraph (G) ("Seniority and Promotions") of this Rider.
 - (4) Unauthorized leave of absence.
 - (5) Unauthorized failure to report for work for three (3) consecutive days when working and on seniority list.
 - (6) Voluntary transfer from a full-time position to a part-time position for reasons other than layoff in the manner prescribed in Article 23, paragraph (A) ("Seniority and Promotions").
- (G) When premium days outside the normal work week becomes available, such work shall be allocated to the workforce in the following manner:
- (1) Such work to first be offered by terminal seniority, in order of seniority.
 - (2) In the event that the full-time employee(s) declines such work, then it shall be offered to the part-time employee(s) in order of seniority. If they decline it, then such work shall be assigned to such part-time employee(s) in reverse order of seniority.
 - (3) In the event that there is still work available, after the work has been assigned to the part-time employee(s) hired after the effective date of this Agreement, according to part (2), then such work shall be assigned to the full-time workforce, in reverse order of seniority.
- (H) Any employee who is absent because of proven illness or injury shall maintain his seniority.

ARTICLE 26. DISCHARGE & SUSPENSION

The Employer shall not discharge nor suspend any employee without just cause but in respect to discharge or suspension shall give at least one (1) warning notice of the complaint against such employee, in writing, and a copy of the same to the Union affected, except that no warning notice need be given to an employee before he is discharged if the cause of such discharge is dishonesty, under the influence of alcohol or illegal drugs, recklessness resulting in serious accident while on duty, or the carrying of unauthorized passengers. The warning notice as herein provided shall not remain in effect for a period of more than nine (9) months from date of said warning notice. Discharge must be by proper written notice to the employee and the Union affected. Any employee may request an investigation as to his discharge or suspension. Should such investigation prove that an injustice has been done to an employee, he shall be reinstated. The New England Joint Area Committee shall have the authority to order full, partial or no compensation for lost time. Appeal from discharge, suspension or warning notice must be taken within ten (10) days by written notice, and a decision reached within thirty (30) days from the date of discharge, suspension or warning notice. If the employee involved is not within the home terminal area, when the action of discharge, suspension or warning notice is taken, the ten (10) day period will start from the date of his return to the home terminal. If no decision has been rendered on the appeal within thirty (30) days the case shall then be taken up as provided for in Article 7 of the DHL - Teamsters National Agreement.

Any employee discharged away from his home terminal shall be provided the fastest available transportation to his home terminal at the Employer's expense. Except in cases involving "cardinal" infractions under this Agreement, an employee to be discharged or suspended shall be allowed to remain in the job until the discharge or suspension is sustained under the grievance procedure.

An employee may be placed under a letter of investigation. The Employer has ten (10) days to notify the employee in writing, copy to the Local Union, that he is being placed under investigation. The Employer must complete the investigation within thirty (30) days after placing the matter under investigation. The Employer may extend the thirty (30) day period for cause, and notify the respective Local Union in writing of such extension.

Except in cases involving "cardinal" infractions under this Agreement, an employee to be discharged or suspended shall be allowed to remain on the job until the discharge or suspension is sustained under the grievance procedure.

ARTICLE 27. HOLIDAYS

The following provisions supersede Article 26 of the National Agreement ("Holidays") in its entirety.

- (A) The following shall be recognized as paid holidays and all full-time employees shall be paid eight (8) hours straight time pay and all regular part-time employees shall be paid four (4) straight time hours therefore: New Years Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving December 24 (Day before Christmas), and Christmas Day irrespective of the day on which the

holiday falls and four (4) floating holidays, one which may be the employee's birthday or any other three days mutually agreed to.

- (B) Regular employees shall be paid for each recognized holiday, or the day celebrated as such, irrespective of what day of the week the holiday falls, on the basis of eight (8) hours at their straight time rate, provided they work any day during the holiday week. Any regular employee laid off for lack of work shall not be deprived of his holiday pay if the layoff does not exceed thirty days' duration. Regular employees required to work on any such days shall be paid the applicable premium rate in addition to the holiday pay.

In the case of the floating holiday it will be incumbent upon the employee to request such holiday from his employer at least seven (7) days prior to said holiday. All conditions in this Article relating to holidays shall apply to the floating holiday. An employee after electing the personal holiday or eight (8) hours pay in lieu of the holiday shall have no recourse. All unused floating holidays are to be paid off at the end of each contract year.

- (C) Employees on night work whose regular work begins on a holiday evening or ends on a holiday morning, shall be given either the night before or the night after off, for their holiday in accordance with the Work Schedule. Regular employees shall not be deprived of their sixth punch by the use of extra help. Except in cases specifically agreed upon between the Employer and the Union, work on the night shift shall be treated as being performed on the day on which the shift ends. The holiday night shall not be staggered by the splitting of a single shift.
- (D) If any of the above-named holidays occur when an employee is on vacation, that employee may elect an optional day off, in lieu of the holiday, with pay, provided that this optional day off would be selected by mutual agreement with the Company.
- (E) If a part-time employee works eight (8) hours on any given holiday, that part-time employee will receive in addition to pay for hours worked on that holiday, eight (8) hours pay at regular time for holiday pay.
- (F) Bids must be posted no later than seven (7) days prior to holiday work schedules except where last minute operational changes would require bid adjustment.

ARTICLE 28. VACATIONS

Part-time employees on the seniority list on the date of ratification of this Agreement and full-time employees are eligible for vacations. Employees must have been on the Employer's payroll for one year and who have worked at least one hundred, thirty-five (135) days during that year including any absence resulting from the performance of duties under this Agreement, shall be entitled to one (1) week's vacation with pay in each year to be taken during the vacation period provided in this Article. The requirement of one hundred, thirty-five (135) days of employment applies only to the first year of employment.

After the first year of employment, an employee must work twenty-five (25) days to qualify for vacation.

New employees hired during the previous year who are entitled to a vacation and older employees who do not work a full year shall receive vacation pay equal to the average of their earnings for the full weeks which they worked in that year, with minimum of forty (40) hours.

All regular employees shall receive their vacation pay due them in advance on the basis of their earnings for the previous calendar year ending December 31st, one-fifty-second ($1/52^{nd}$) of their earnings for each week of vacation but not less than forty (40) hours pay per week.

Any employee who is discharged or who quits between January 1st and December 31 shall receive the vacation allowance due him for that year.

Regular employees shall accrue vacation according to the following schedule:

YEARS OF SERVICE	VACATION DAYS
1	5
2	10
3	12
4	13
5	15
12	20
20	25
30	30

No employee entitled to a vacation, may be forced to work overtime the day before commencement of such scheduled vacation. Vacation must be taken between January 1 and December 31 unless otherwise mutually agreed to between the Employer and the Union, and any employee who has completed the required service before or within the vacation period shall be granted a vacation as provided herein. The Employer shall allow a minimum of two (2) full-time employees to select vacation during the vacation period as defined above, unless this formula adversely affects the operation at the facilities, at which time discussion will be scheduled between the company and the union for resolution of the operational conflict. However, during the months of June, July and August, a maximum of three (3) weeks vacation may be selected by any twenty (20) year employee.

The vacation bidding procedure shall be as follows:

1. Vacation bids will be posted the 2nd week of December with the vacations to be scheduled from January 1 to December 31. One (1) full-time employee and one (1) part-time employee will be allowed on vacation at one time.
2. The selection process will end on December 30 and vacation selections will be finalized by December 31.

Any employee who is discharged or who quits between January 1 and December 31 shall receive the vacation allowance due him for that year. In case of death of an employee who is eligible for a vacation, vacation pay due such an employee shall be paid to the employee's estate.

Company Travel Privileges as per Company Policy.

Employees with fifteen (15) or more days of vacation may take one (1) week of vacation one (1) day at a time.

Any employee retiring after December 1 will receive vacation time for the following year.

ARTICLE 29. SICK LEAVE

The Employer agrees to grant each full-time employee covered by this side letter a total of nine (9) days off, at eight (8) hours per day for each year of the contract and each regular part-time employee on the seniority list on the date of ratification of this Agreement the same number of days off, at four (4) hours pay per day, as compensation for sickness. Provided, however, any eligible employee hired on or after January 1, 1985, shall receive a total of five (5) days off in each subsequent contract year, with pay, as compensation for sickness.

The Employer may insist upon verification of employees' eligibility for sick pay by demanding a certificate from a physician, after the employee has been out for (3) consecutive days.

Sick leave may be used only in the event of injury or illness requiring absence from the job. In such cases, sick leave will be paid at the rate in effect at the time the sick leave is used. In the event that an employee terminates or retires with accumulated sick leave in his/her account, it will be paid to that employee at the hourly rate in effect at the time the sick leave was actually earned.

At the end of each contract year, unused sick leave will be paid off at the rate earned. Checks to be issued to employees first pay period in April.

First year employees will receive prorated sick leave based on contract year. For every thirty-three (33) days they will receive one (1) day's sick leave. This will be applied to their unused sick leave.

ARTICLE 30. LEAVE OF ABSENCE

Any employee desiring leave of absence from his employment shall secure written permission from both the Local Union and Employer. The maximum leave of absence shall be for thirty (30) days and may be extended for like periods. Permission for extension must be secured from both the Local Union and Employer. During the period of absence, the employee shall not engage in gainful employment. Failure to comply with this provision shall result in the complete loss of seniority rights for the employees involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights.

ARTICLE 31. WORK WEEK AND WORK DAY

- (A) The work week shall consist of five (5) consecutive days. The work day shall consist of eight (8) consecutive hours. The employer can schedule employees on work weeks for any five (5) consecutive days in the period Monday through Friday at regular rates of pay. They shall receive double time for all hours worked on Sunday.
- (B) All time worked in any one day in excess of eight (8) hours shall be paid at time and one-half. Hours worked in excess of forty (40) hours in any one week shall be paid at the rate of time and one half. A holiday which falls during an employee's regular workweek shall count as a punch, whether or not actually worked by the employee.
- (C) All hours worked on the sixth (6) consecutive day shall be paid at time and one-half. All hours worked on the seventh (7) consecutive day shall be paid at the rate of double time. However, rates of pay for Sunday shall be at double time rates as set forth in section (A) above. All hours worked on a premium day, in excess of eight (8), shall be paid at one and one-half (1½) the applicable premium rate.
- (D) Any full-time employee assigned to a shift which begins at or after 2:00 P.M. or before 6:00 A.M. shall receive a shift differential of four dollars (\$4.00) per day and two dollars (\$2.00) per day for any part-time employee.
- (E) An employee who notifies his supervisor at the start of the shift of an emergency or pressing personal business which cannot be done at any other time except at the end of that shift shall be excused of their obligation to work overtime that day; however, it is specifically understood that another employee may be required to do this overtime assignment if no other arrangements can be made.
- (F) The Company agrees not to schedule full-time employees to work more than ten (10) hours per day or part-time employees more than five (5) hours per day, provided it is clearly understood that in the event of an emergency as declared by the district operations manager this restriction will not apply.

ARTICLE 32. NEW POSITIONS - VACANCIES

- (A) All new positions or vacancies, as they occur, will be promptly posted in the station. Employees desiring to bid for such positions shall file their applications with the Employer within five (5) days from the date of posting. The assignment will be made within a period of ten (10) days. The Union agrees that the right to create and post

work schedules to reasonably meet the requirements of flight schedules is a right of the Employer, and such schedules may be changed to meet the requirements without interference of the Union. The Employer will post only starting times and classifications for bidding as vacancies arise or schedule changes that occur by noon Wednesday to be effective Monday to be removed by noon Friday and reposted by 5:00 P.M. Friday.

- (B) The Company will establish an annual bid for all full-time and part-time employees by the second week in December of each contract year.

ARTICLE 33. TRAINING

Any bargaining unit employee assigned to training will train other employees only on a voluntary basis.

ARTICLE 34. MEAL PERIOD

Employees shall be allowed a thirty (30) minute lunch break which shall not begin until the employee has worked four (4) hours, but must begin before the employee has completed six (6) hours of work.

Any employee who is ordered to work during any part of their thirty (30) minute meal period shall be paid for the full meal period and shall be allowed and must take twenty (20) minutes to eat lunch and such time shall be considered as time worked. An employee who is ordered to work during any part of their meal period shall receive a minimum of eight and one-half (8½) hours on that day.

ARTICLE 35. MATERNITY LEAVE

- (A) When the employee learns of her pregnancy, she will present her employer with proper verification by her doctor of her pregnancy, and of her ability to continue on her job. During the period when the pregnant employee is still actively employed, the employer may require a periodic report from the employee's doctor timed with the employee's scheduled visits to her doctor. The employee may continue work so long as her doctor's reports indicate that the employee's job conditions will not be detrimental to her health and that she is capable of performing her normal duties.
- (B) At such time as the employee's physician feels that continued active employment is no longer indicated, the employer will grant a leave of absence to such employee not to exceed six (6) months from the date of termination of pregnancy.
- (C) An employee failing to return within six (6) months after the date of termination of pregnancy, shall lose her seniority rights and be removed from the employer's seniority list, unless the employee's doctor certifies that the employee is medically unable to perform her regular duties.

- (D) After such six (6) month period, the employee must return to work in order to maintain her seniority, unless she presents written medical proof she is not able to perform her normal duties.
- (E) Upon termination of the pregnancy, the employee may return to work within six (6) months of termination upon presenting written medical proof she is capable of performing her duties.
- (F) The part-time employee who is scheduled, or the person who is hired to replace the fulltime employee on maternity leave shall not under any circumstances be considered a full-time employee or be counted as a part-time employee in the calculations of allowable part-time employees pursuant to Article 34 ("Part-Time Employees") of this Agreement. Any person who is currently employed and assigned as replacement for the employee on maternity leave shall not lose any contractual rights.

ARTICLE 36. PART-TIME EMPLOYEES

The following provisions supplant Article 10, Section 2 of the Office Clerical Operational Supplement ("Use of and Performance of Bargaining Unit Work by Personnel Other Than Full-Time Seniority Employees - Part-Time Employees") in its entirety.

The Employer may utilize regular part-time employees on a scheduled basis to cover regular recurring work periods, and to replace absenteeism; and part-time casual employees on an on-call basis, to cover overflow situations and to replace absenteeism.

A new part-time employee shall be hired on a thirty (30) calendar days' trial basis within which time they may be dismissed without protest by the Union. After thirty (30) days trial period they shall be placed on a separate seniority list in accordance with their date of hire provided, however, a new part-time employee must work a minimum of eighty (80) hours during this thirty (30) day trial period. The foregoing test of time shall not include vacation or maternity leave hours, with respect to which the part-time employee shall sign a written waiver, with a copy to the Local Union.

Part-time employees may only be utilized from Monday to Friday inclusive except that any regular part-time employee hired after the effective date of this Agreement may be forced to accept Saturday, Sunday or holiday work refused by full-time employee(s). Any part-time employee who is called and reports as scheduled shall be guaranteed four (4) hours work or pay. The Company would be willing to notify the part-time employee of the extension of his or her shift prior to completion of the third hour (as opposed to "promptly"), except in the case of an emergency as declared by the district operations manager. When the company extends the shift of a part-time employee beyond four (4) hours, the company shall promptly notify the employee once it becomes aware of the situation.

The Employer shall remit contributions on behalf of all part-time employees (regular & casual) on the seniority list on the date of ratification of this Agreement to the respective Health & Welfare and Pension Funds and regular part-time employees on the seniority list on the date of ratification of this Agreement shall be entitled to accrue vacation pay equal to 1/52nd of their

earnings for each week (week = 5 days) of vacation but not less than twenty (20) hours pay per week.

Part-time casual employees shall not be entitled to vacation, sick leave, holiday, or jury duty under the terms of this Agreement.

Permanent full-time vacancies shall be offered to regular part-time employees in order of seniority. A regular part-time employee accepting a full-time position shall receive a new seniority date, which shall be the first day that he works as a new full-time employee. Regular part-time employees that turn down full-time vacancies will retain the right to bid for future full-time vacancies.

The Employer may give consideration to part-time casuals for permanent part-time vacancies.

Part-time employees shall be covered under a separate seniority list from the full-time seniority list.

The Company shall not use part-time employees to displace any full-time shift bid existing on the effective date of this Agreement, provided however this shall not be construed to limit the right of the Company to make bid changes in response to business needs.

The Company and Union agree that it is not the intent of this Article to subvert the creation of additional full-time jobs, where there is eight (8) consecutive hours of work available, on a regular basis. Accordingly, the Company agrees that it will not schedule part-time employees in back-to-back shifts covering eight (8) consecutive hours. In addition, in the event that the Company works a part-time employee on the same starting time for eight (8) consecutive hours per day, thirty (30) days during a sixty (60) day period, excluding replacement, then the Company shall add a full-time position.

The following provisions covering operational employees changing their status from full-time to part-time are as follows:

1. Part-time openings will be posted to offer all full-time employees the opportunity to change their status to part-time before filling the position from the street.
2. Part-time positions will be filled according to full-time seniority.
3. A full-time employee going to a part-time position will be considered a new part-time employee with a new seniority date for bidding purposes only. Employee will retain original seniority date for benefit purposes only and that employee will be added to the part-time seniority list and removed from the full-time seniority list for bidding purposes in accordance with Article 23, paragraph (A) ("Seniority and Promotions") of this Agreement.
4. Any full-time employee going to a part-time position can be forced to accept Saturday, Sunday, or Holiday work refused by full-time employees.
5. In the event of a layoff, it is agreed that the employee's new part-time seniority date shall be the determining factor, not company seniority.

The foregoing shall only apply to part-time hours worked after the effective date of this Agreement.

ARTICLE 37. PART-TIME TO FULL-TIME HIRING RATIO

Notwithstanding the provisions of Article 10, Section 2 of the Office Clerical Operational Supplement ("Use of and Performance of Bargaining Unit Work by Personnel Other Than Full-Time Seniority Employees - Part-Time Employees"), the following shall apply

1. A part-time employee is defined as one who works a schedule of four (4) hours minimum or five (5) hours maximum per shift. A part-time employee may work no more than one shift per working day.
2. The five (5) hour maximum may be extended only in so-called "Emergency" situations as defined in Article 34, Paragraph 4 ("Part-Time Employees") of this Agreement.
3. The company agrees that after the effective date of this agreement and when the Boston Metroplex growth exceeds for each twenty-five (25) percent growth from prior year, one (1) full-time position will be added to the seniority list.
4. All additional full-time job vacancies shall be filled from the part-time list, according to seniority.
5. The company agrees to repost the full-time bid whenever a full-time employee is absent for more than thirty (30) days.
6. Vacation relief positions shall be filled by full-time employees. If any openings remain, they may be filled by part-time employees.
7. No full-time employee may be laid off as long as there are part-time employees working.
8. The number of part-time employees will not exceed fifty percent (50%) of the number of full-time employees.

ARTICLE 38. EMPLOYEE'S BAIL

Employees will be bailed out of jail if accused of any offense in connection with the faithful discharge of their duties, and any employee forced to spend time in jail or in courts shall be compensated at his regular rate of pay. In addition, he shall be entitled to reimbursement for his meals, transportation, court costs, etc. Provided, however, that faithful discharge of duties shall in no case include compliance with any order involving commission of a felony. In case an employee shall be subpoenaed as a Company witness he shall be reimbursed for all time lost and expenses incurred.

ARTICLE 39. WAGES

(A) The hourly rates for full-time employees are as follows:

	4/1/08	10/1/08	4/1/09	4/1/10	4/1/11	10/1/11	4/1/12	10/1/12
Agent (hired after 1/1/85)	\$19.30	\$19.65	\$20.05	\$20.50	\$20.90	\$21.35	\$21.80	\$22.30
Agent (hired before 1/1/85)	\$22.30	\$22.65	\$23.05	\$23.50	\$23.90	\$24.35	\$24.80	\$25.30

(B) The hourly rates for part-time employees on the seniority list on the date of ratification of this Local Rider are as follows:

	4/1/08	4/1/09	4/1/10	4/1/11	4/1/12
Agent (hired after 1/1/85)	\$ 19.30	\$ 19.50	\$ 19.73	\$ 20.15	\$ 20.63
Agent (hired before 1/1/85)	\$ 22.30	\$ 22.50	\$ 22.73	\$ 23.15	\$ 23.63

Rates of pay for part-time employees hired after the date of ratification of this Local Rider shall be as follows:

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

(C) The Employer agrees that any employee receiving a weekly rate in excess of the rate applicable under the above schedule shall suffer no reduction in pay by virtue of the adoption of this Local Rider.

(D) The wage rate and job classifications of regular full-time employees covered by this Agreement shall be those set forth in the wage scale and by this reference made a part hereof. The job classifications set forth in the wage scale are not to be deemed specifications or descriptions of the work done by an employee in a job classification. The work to be done by an employee in any job classification shall be determined solely by the Employer in conjunction with the bidding process.

(E) The above listed wage increases 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.

(F) Casual employees shall receive eighty-five percent (85%) of the above listed wage increases by classification, which shall take effect on the dates shown above.

ARTICLE 40. COLA

Refer to Article 21, Section 2 of the National Agreement ("Wages - COLA").

ARTICLE 41. HEALTH AND WELFARE

Commencing with the 1st day of April, 2008 and for the duration of the current collective bargaining agreement and any renewals or extensions thereof, the Employer agrees to make payments to the respective Health and Welfare Funds for each and every employee performing work within the scope of and/or covered by this collective bargaining agreement, whether such employee is a regular, probationary, temporary or casual employee, irrespective of his status as a member or non-member of the Local Union from the first hour of employment subject to this collective bargaining agreement as follows:

(b) Commencing with the 1st day of April, 2008, the Employer shall contribute to the respective Health and Welfare Funds the sum of \$7.16 1/4 per hour for which an employee covered by this Agreement receives pay up to a maximum of forty (40) hours but not more than \$286.50 per week for any one (1) employee.

Commencing with the 1st day of August, 2008, the Employer shall contribute to the respective Health and Welfare Funds the sum of \$7.51 1/4 per hour for which an employee covered by this Agreement receives pay up to a maximum of forty (40) hours but not more than \$300.50 per week for any one (1) employee.

Commencing with the 1st day of August, 2009, the Employer shall contribute to the respective Health and Welfare Funds the sum of \$7.86 1/4 per hour for which an employee covered by this Agreement receives pay up to a maximum of forty (40) hours but not more than \$314.50 per week for any one (1) employee.

Commencing with the 1st day of August, 2010, the Employer shall contribute to the respective Health and Welfare Funds the sum of \$8.21 1/4 per hour for which an employee covered by this Agreement receives pay up to a maximum of forty (40) hours but not more than \$328.50 per week for any one (1) employee.

Commencing with the 1st day of August, 2011, the Employer shall contribute to the respective Health and Welfare Funds the sum of \$8.56 1/4 per hour for which an employee covered by this Agreement receives pay up to a maximum of forty (40) hours but not more than \$342.50 per week for any one (1) employee.

Commencing with the 1st day of August, 2012, the Employer shall contribute to the respective Health and Welfare Funds the sum of \$8.91 1/4 per hour for which an employee covered by this Agreement receives pay up to a maximum of forty (40) hours but not more than \$356.50 per week for any one (1) employee.

Commencing with the 1st day of April, 2008, and for the duration of the current collective bargaining agreement and any renewals or extensions thereof, the Employer agrees to make payments to the respective Health & Welfare Funds as follows:

(1) The Employer agrees to make contributions up to a maximum of forty (40) hours on behalf of a regular local employee who may be on layoff status during any payroll period but has completed three (3) days of work in that payroll period.

(2) The Employer agrees to make contributions up to a maximum of forty (40) hours on behalf of a regular road driver who may be on layoff status during any payroll period but has completed two (2) tours of duty in that payroll period.

For purposes of this Article, each hour paid for or any portion thereof, figured to the nearest quarter hour, as well as hours of paid vacation, paid holidays and other hours for which pay is received by the employee shall be counted as hours for which contributions are payable.

If a regular 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 contribution of 32 hours for a period 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, such contributions of 32 hours shall not be paid for a period of more than twelve (12) months.

There shall be no deduction from equipment rental of owner-operators by virtue of the contributions made to the Health and Welfare Fund, regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner-driver compensation.

Hourly contributions to the Health and Welfare Fund must be made for each hour worked on each regular or extra employee, even though such employee may work only part time under the provisions of this contract, including weeks where work is performed for the Employer but not under the provisions of this contract, and although contributions may be made for those weeks into some other Health and Welfare Fund.

In the case of employees paid on a mileage basis, the numbers of hours of contribution to the Health and Welfare Fund shall be determined by dividing that employee's gross earnings for the week by the current hourly rate. Gross earnings shall include any other hours paid for, such as waiting time, breakdown time, pickup and drop-off time, subject to the maximum weekly amount of contributions set forth above, not to exceed forty (40) hours per week per employee.

All contributions shall be made at such time and in such manner as the Trustees require, and the Trustees shall have the authority to have an independent Certified Public Accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Welfare Fund.

If an Employer fails to make contributions to the Welfare Fund within 72 hours after the notice of delinquency set forth in Article 7, Section 12 of the Master Agreement, the Local Union shall take whatever steps are necessary to secure compliance with this Article, any provisions of this Agreement to the contrary notwithstanding, and the Employer shall be liable for all costs for collecting the payments due together with attorneys' fees and such penalties which may be assessed by the Trustees.

The Employers' liability for payment hereunder shall not be subject to the Grievance Procedure or arbitration provided under this Agreement.

(c) The Employers and Union which are signators hereto ratify the designation of the Employer and the Employee Trustees under such Agreement, and ratify all action already taken, or to be taken by such Trustees within the scope of their authority.

(d) All Employers contributing hereunder shall post each month at each terminal or other place of business where employees have easy access thereto an exact copy of the remittance report form of contributions sent to the Fund.

(e) Whenever an Employer signatory to this Agreement becomes delinquent in contributions owed to the Health and Welfare Fund and the Local Union serves a 72-hour notice of delinquency set forth in Article 7, Section 12, of the Master Agreement, such Employer after satisfying the delinquency and becoming current, and then during the term of this Agreement becomes delinquent again, shall be

required to post a performance bond to satisfy that second delinquency and/or any further delinquencies during the term of this Agreement.

(f) 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.

(g) The provisions of Article 5, paragraph 10 of the O.C. & Operational Change provision shall not apply to Health and Welfare contributions made under the Local 25 Rider when a change of operations involves only Local Unions and Health and Welfare Funds solely contained within the jurisdiction of the Local 25 Rider, providing there is reciprocity between the Funds involved.

ARTICLE 42. PENSION FUND

This Pension Article shall supersede and prevail over any other inconsistent provisions or articles contained within this Agreement.

(a) Commencing with the 1st day of April, 2008 and for the duration of the current collective bargaining agreement and any renewals or extensions thereof, the Employer agrees to make payments to the New England Teamsters and Trucking Industry Pension Fund for each and every employee performing work within the scope of and/or covered by this collective bargaining agreement, whether such employee is a regular, probationary, temporary or casual employee, irrespective of his status as a member or nonmember of the Local Union, from the first hour of employment subject to this collective bargaining agreement as follows:

For each hour or portion thereof, figured to the nearest quarter hour for which an employee receives pay or for which pay is due the Employer shall make a contribution of \$5.26 per hour to the New England Teamsters and Trucking Industry Pension Fund but not more than \$210.40 per week for any one (1) employee from the first hour of employment in such week.

Commencing with the 1st day of August, 2008, the said hourly contribution rate shall be \$5.91 but not more than \$236.40 per week for any one (1) employee; and,

Commencing with the 1st day of August, 2009, the said hourly contribution rate shall be \$6.56 but not more than \$262.40 per week for any one (1) employee; and,

Commencing with the 1st day of August, 2010, the said hourly contribution rate shall be \$7.21 but not more than \$288.40 per week for any one (1) employee.

Commencing with the 1st day of August, 2011, the said hourly contribution rate shall be \$7.86 but not more than \$314.40 per week for any one (1) employee.

Commencing with the 1st day of August, 2012, the said hourly contribution rate shall be \$8.51 but not more than \$340.40 per week for any one (1) employee.

Commencing with the 1st day of April, 2008, and for the duration of the current collective bargaining agreement and any renewals or extensions thereof, the

Commencing with the 1st day of August, 2012, the said hourly contribution rate shall be \$8.51 but not more than \$340.40 per week for any one (1) employee.

Commencing with the 1st day of April, 2008, and for the duration of the current collective bargaining agreement and any renewals or extensions thereof, the Employer agrees to make payments to the New England Teamsters and Trucking Industry Pension Fund as follows:

(1) The Employer agrees to make contributions up to a maximum of forty (40) hours on behalf of a regular local employee who may be on layoff status during any payroll period but has completed three (3) days of work in that payroll period.

(2) The Employer agrees to make contributions up to a maximum of forty (40) hours on behalf of a regular road driver who may be on layoff status during any payroll period but has completed two (2) tours of duty in that payroll period.

For purposes of this Article, each hour for which wages are paid or due, or any portion thereof, figured to the nearest quarter hour, as well as hours of paid vacation, paid holidays and other hours for which pay is due or received by the employee, shall be counted as hours for which contributions are payable. In computing the maximum amount due any week, there shall be no daily limit on the number of hours for any one day in such week, whether such hours are performed on straight time or overtime rates, but payments shall be made at the amount set forth above.

In the case of employees paid on a mileage basis, the number of hours of contribution to the Pension Fund shall be determined by dividing that employee's gross earnings for the week by the current hourly rate. Gross earnings shall include any other hours paid for, such as waiting time, breakdown time, pick-up and drop-off time, subject to the maximum weekly amount of contributions set forth above, not to exceed forty (40) hours per week per employee.

If a regular employee (as defined in the collective bargaining agreement) 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 four (4) weeks, for forty (40) hours per week. If a regular employee is injured on the job, the Employer shall continue to pay the required contributions at the rate of forty (40) hours for each such week until the employee returns to work; however, such contributions of forty (40) hours shall not be paid for a period of more than twelve (12) months.

(b) The Employer agrees to and has executed a copy of the New England Teamsters and Trucking Industry Pension Fund Agreement and Declaration of Trust dated April 11, 1958, and accepts such Agreement and Declaration of Trust, as amended, and ratifies the selection of the Employer Trustees now or hereafter serving as such, and all action heretofore or hereafter taken by them within the scope of their authority under such Agreement and Declaration of Trust.

(c) The parties agree that the Pension Plan adopted by the Trustees of the New England Teamsters and Trucking Industry Pension Fund shall at all times conform to the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat its contributions made to the Fund as a deduction for income tax purposes.

(d) It is also agreed that all contributions shall be made at such time and in such manner as the Trustees shall reasonably require; and the Trustees shall have the authority to have an audit of the payroll and wage records of the Employer for all employees performing work within the scope and/or covered by this collective bargaining agreement for the purpose of determining the accuracy of contributions to the Pension Fund and adherence to the requirements of this Article of the collective bargaining agreement regarding coverage and contributions, such audit may, at the option of the Trustees, be conducted by an independent certified public

accountant or a certified public accountant employed by the New England Teamsters and Trucking Industry Pension Fund.

If the Employer shall fail to make contributions to the Pension Fund by the twentieth (20th) day of the month following the month during which the employees performed work or received pay or were due pay within the scope of this collective bargaining agreement, up to and including the last completed payroll period in the month for which contributions must be paid, or if the Employer, having been notified that its contributions to the Fund have been under reported and/or underpaid, fails within twenty (20) days after such notification to make any required self-audit and/or contributions found to be due, the Local Union shall have the right after an appropriate 72-hour notice to the Employer, to take whatever steps it deems necessary to secure compliance with this agreement, any provision of this collective bargaining agreement to the contrary notwithstanding, and the Employer shall be responsible to the employees for losses resulting therefrom. Also, the Employer shall be liable to the Trustees for all costs of collecting the payments due together with attorneys' fees and such interest, liquidated damages or penalties which the Trustees may assess or establish in their discretion. The Employer's liability for payment hereunder shall not be subject to the grievance procedure and/or arbitration if such is provided in this Agreement.

It is understood and agreed that once a payment or payments are referred to an attorney for collection by the Trustees of the New England Teamsters and Trucking Industry Pension Fund and/or the Local Union, the Local Union and its business agents or chief executive officer shall have no right to modify, reduce or forgive the Employer with respect to its liability for unpaid contributions, interest, liquidated damages or penalty as may be established or assessed by the Trustees in their discretion against delinquent Employers.

(e) There shall be no deduction for equipment rental of owner-operators by virtue of the contributions made to the Pension Fund, regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner-driver compensations.

(f) Contributions to the Pension Fund must be made for each week on each regular or extra employee, even though such employee may work only part time under the provisions of this contract, including weeks where work is performed for the Employer but not under the provisions of this contract, and, although contributions may be made for those weeks into some other Pension Fund.

(g) No oral or written modification of this Article regarding pensions and retirement shall be made by the Local Union or the Employer and, if made, such modification shall not be binding upon the employees performing work within the scope of this collective bargaining agreement and covered by this Article or upon the Trustees of the New England Teamsters and Trucking Industry Pension Fund.

(h) All Employers contributing hereunder shall post each month at each terminal or other place of business where employees have easy access thereto an exact copy of the remittance report form of contributions sent to the Fund.

(i) Whenever an Employer signatory to this Agreement becomes delinquent in contributions owed to the Pension Fund and the Local Union serves a 72-hour notice of delinquency set forth in Article 7, Section 12, of the Master Agreement, such Employer after satisfying the delinquency and becoming current, and then during the term of this Agreement becomes delinquent again, shall be required to post a performance bond to satisfy that second delinquency and/or any further delinquencies during the term of this Agreement.

(j) 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.

ARTICLE 43. BREAKS

Supervisors shall schedule with their employees a mutually acceptable break schedule, taking into account operational considerations at all times.

ARTICLE 44. NEW ENGLAND TEAMSTERS SAVINGS AND RETIREMENT FUND

The Employer hereby agrees to participate in the Local 25 New England Teamster Savings & Investment Plan 401(a) (Massachusetts Financial Service MFS) ("the Plan") on behalf of all employees for purposes of collective bargaining under this agreement.

The Employer will make or cause to be made payroll deductions from participating employees' wages, in accordance with each employee's salary deferral election subject to compliance with ERISA and the relevant tax code provision. The Employer will forward withhold sum to Massachusetts Financial Services (MFS) in such form and manner as required pursuant to the Plan and Declaration of Trust (the "Trust").

The Employer will execute a Participation Agreement with New England Teamsters Savings & Investment Plan 401(a), Massachusetts Financial Services (MFS) and the Trustees of the Plan evidencing Employer participation in the Plan effective prior to any employee deferral being received by the Plan.

ARTICLE 45. INJURY ON THE JOB AND COMPENSATION

An employee who is injured on the job, and is sent home, or to a hospital, or who must obtain medical attention, shall receive pay at the applicable hourly rate for the balance of his/her regular shift on that day or for a guarantee of eight (8) hours pay for the day injured for full-time employees and eight (8) hours of pay for part-time employees working full time hours. Part time employees will receive the average of hours worked per day. An employee who has returned to his/her regular duties after sustaining a compensable injury who is required by the workman's compensation doctor to receive additional medical treatment during his/her regular scheduled working hours shall receive his/her regular hourly rate for pay for such time. Should an employee be required to travel for the purpose of obtaining treatment he/she will receive a guarantee of eight (8) hours pay. If this required treatment visit falls outside normal working hours, he/she shall be paid for the time involved in travel and treatment, but not for more than two (2) hours at his/her normal straight time rate of pay.

ARTICLE 46. CREDIT UNION

The Employer agrees to deduct certain specific amounts each week from the wages of those employees who shall have given the Employer written authorization to make such deductions. The amounts so deducted shall be remitted to the TEAMSTERS CREDIT UNION once each week. The Employer shall not make deductions and shall not be responsible for remittance to the Credit Union for any deductions for those weeks during which the employee has no earnings or in those weeks in which the employee's earnings shall be less than the amount authorized for deduction.

ARTICLE 47. EXAMINATIONS

All examinations when required by the Employer and performed under his direction shall be paid for by the Employer. Employees other than applicants shall be paid for all time required to take all such examinations, not to exceed two (2) hours at the straight time hourly rate of pay.

ARTICLE 48. 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 11 day of JUNE, 2009.

COMPANY:

DHL EXPRESS (USA), INC.

By: Robert Conolly
Title: LABOR DIRECTOR

UNION:

TEAMSTERS LOCAL UNION NO. 25

By: John A. Murphy
Title: VICED PRESIDENT
By: [Signature]
Title: _____

SIDE LETTER

The parties agree to include the following language as part of their agreement effective immediately:

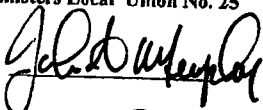
The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE Chapter 25 on a monthly basis, in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from the employee's paycheck.

Signed this 11 day of JUNE, 2009 by our duly authorized representatives.

FOR THE UNION:

Teamsters Local Union No. 25

By:

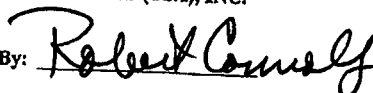


Title: VICED PRESIDENT

FOR THE EMPLOYER:

DHL EXPRESS (USA), INC.

By:



Title:

Labor Director