

# Office Clerical Operational Supplement (DHL- Tentative Agreement)

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

*covering:*

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

## CLERICAL OPERATIONAL SUPPLEMENT

The following Articles apply to “clerical” (OC) operations only. Article 8 and Appendix A of the National Agreement hereto sets forth such operations.

### ARTICLE 1. MAINTENANCE OF STANDARDS

#### Section 1. Definitions

The Employer agrees, subject to the following provisions, that all conditions of employment in his/her individual operation relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement except as specifically limited elsewhere in this Agreement, and the conditions of employment shall be improved whenever specific provisions for improvement are made elsewhere in this Agreement.

#### Section 2. Local Standards

The Local Unions shall, within one hundred eighty (180) days following ratification of this Agreement, identify and reduce to writing, and submit to the appropriate Regional Joint Grievance Committee, those specific local standards and conditions practiced under this Article. Such standards and conditions when submitted in accordance with this Section shall be currently dated. Those specific local standards and conditions previously practiced hereunder which are not so submitted shall be deemed to have expired.

The appropriate Regional Joint Grievance Committee shall provide to the parties the opportunity to present their views and shall determine the disposition of the submitted local standards and conditions. Failing such determination, the submitted local

standards and conditions may be appealed through the remainder of the Grievance Procedure beyond the Regional Joint Grievance Committees to see if the standard exists.

### ARTICLE 2. SAFETY AND HEALTH

#### Section 1. Safe Workplace

The Employer agrees that it shall comply with all applicable federal, state and local regulations pertaining to worker safety and health. Grievances pertaining to Safety and Health shall be heard at the first (1st) step local level. If the matter remains unresolved it shall proceed immediately to the National Grievance Panel.

The Employer agrees to maintain a clean and well lighted work area for all employees covered by this Operational Article. Sanitary facilities must be kept clean and well maintained with easy access for all employees covered under this Operational Article.

#### Section 2. Additional Workers Compensation Provision

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. An employee who has returned to his/her regular duties after sustaining a compensable injury who is required by the worker's compensation doctor to receive additional medical treatment during his/her regularly scheduled working hours shall receive his/her regular hourly rate of pay for such time. Where not prohibited by state law, employees who sustain occupational injury or illness shall be allowed to select a physician of their own choice and shall notify the Employer in writing of such physician.

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### ARTICLE 3. SUBCONTRACTING AND WORK PRESERVATION

#### Section 1. Work Preservation

The protection and preservation of bargaining unit work is central to this Agreement. For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that no operation, work or services of the kind, nature or type covered by, or presently performed by, or hereafter assigned to, the collective bargaining unit by the Employer will be subcontracted, transferred, leased, diverted, assigned or conveyed in full or in part (hereinafter referred to as "divert" or "subcontract"), by the Employer to any other plant, business, person, or non-unit personnel, or to any other mode of operation, unless specifically provided and permitted in this Agreement.

In addition, the Employer agrees that it will not, as hereinafter set forth, subcontract or divert the work presently performed by, or hereafter assigned to, its employees to non-employee owner-operators or other business entities owned and/or controlled by the signatory Employer, or its parent, subsidiaries or affiliates.

#### Section 2. Diversion of Work - Parent or Subsidiary Companies

The parties agree that for purposes of this Article it shall be presumed that a diversion of work in violation of this Operational Article occurs when work presently and regularly performed by, or hereafter assigned to, employees of the Employer covered by this Operational Article has been lost and the lost work is being performed (including transportation by owner-operators and independent contractors) by an entity owned and/or controlled by the signatory Employer, its parent, or a subsidiary, including logistics companies, within one hundred twenty (120) days of the loss of the work. The burden of overcoming such presumption in the grievance procedure shall be upon the Employer.

Notwithstanding the forgoing, the Employer may subcontract only the following: the placement, replacement or repair of drop boxes; centralization and reconciliation of customer supplies; janitorial services; and grounds and building maintenance (non-core business), with thirty (30) days prior notice to the Union, in a way most economically advantageous to the Employer as long as no layoffs are caused directly by such subcontracting or assignment of non-core business. In locations where centralization and reconciliation of customer supplies is currently being performed by unit personnel covered by this Operational Article, the application of this provision shall be discussed in the applicable rider. Further, it is not a violation of this Agreement for the Employer to determine the scope of products and services to be offered to its customers or to provide customers with information regarding sources to handle services of the type that are not performed by DHL Express.

#### Section 3. Subcontracting

Bargaining unit work shall only be performed by bargaining unit employees except as specifically set forth herein.

It is a violation of this Article to use non-bargaining unit personnel (i.e. supervisors or third-(3rd) parties) to perform work of the kind, nature or type currently or previously performed by bargaining unit employees, other than non-recurring unforeseen overflow or emergency work, and then only if all available means to use unit employees have been exhausted including overtime. The employer may not divert work outside the unit to avoid overtime.

Furthermore it is a violation of this Article for the size of the bargaining unit to decrease by attrition and the Employer not replace the employees while using non-unit personnel or third-parties to perform work of the kind, nature, or type previously performed by that bargaining unit or to deny unit employees earning opportunities. Likewise, it is a violation of this Article to use non-bargaining unit personnel or third (3rd) parties to perform unit work in order to avoid hiring bargaining unit employees when the work justifies the hiring of such bargaining unit employees.

It shall not be a violation of this Article to subcontract work in accordance with existing established past practices provided the volume of such subcontracting does not increase or result in the layoff of unit employees.

The Employer shall maintain records identifying non unit persons or entities performing unit work as permitted by the Article as well as the specific type and amount of work performed. Said records shall be made available for inspection by the Local Union(s) in the locality affected by such work.

#### Section 4. Penalty for Supervisors Performing Unit Work

If any supervisor is determined to have performed bargaining unit work in violation of this Agreement, the Company shall pay double the appropriate unit employee's hourly rate for all such work performed to the affected employees as a penalty.

### ARTICLE 4. MANAGEMENT'S RIGHTS

The management of the business, its operations and employees is vested exclusively in the Company, except as specifically limited by this Agreement, and then only to the extent of those limitations. When the Employer makes technological changes, as it deems necessary, such as but not limited to the introduction of automated machinery, the Employer will notify the Union, explain the nature and effect of such changes, and train the bargaining unit employees. If the technological changes replace present office work and results in remaining unit work that can be performed by the bargaining unit, it will remain bargaining unit work.

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### ARTICLE 5. OPERATIONAL CHANGES

The Employer agrees that prior to any change in its operation that will result in a change of domicile, and which could result in a layoff of seniority employees, it shall notify the affected Local Union(s) in writing and then meet jointly with them to inform them of the changes and to resolve questions raised in connection with the change. If the parties are unable to reach agreement within thirty (30) days, the matter will be submitted to the Change of Operations procedure as described below:

Any agreed to Change of Operations reached by the Local Union(s) and the Employer shall be reduced to writing and filed with the National Grievance Panel.

If the Local Union(s) and the Employer are unable to reach agreement, the National Grievance Panel (through its appropriate subcommittee "the Committee") will resolve issues arising out of the proposed change of operations. The Committee will resolve issues involving seniority application, Health and Welfare, Pension coverage and layoff questions for employees who are involved in the change. Such Committee, however, shall observe the Employer's right to designate domiciles and the operational requirements of the business.

The National Grievance Panel shall have full authority to set all terms, conditions and seniority of said movement of work. The movement of work will not be allowed until the National Grievance Panel has ruled on the case. Unless otherwise mutually agreed by the parties, the National Grievance Panel shall hear and rule on any such matter submitted to it at its next scheduled meeting, but in no event later than ninety (90) days following the Company's notice of the change of operations to the affected Local(s). The decision of the National Grievance Panel shall be final and binding.

The Committee which decides the issues, as described above, shall retain jurisdiction for a period of twelve (12) months following the Change of Operations decision to resolve any questions of interpretation or application (including issues of seniority) of the Committee's decision. The decision of the Committee shall be final and binding.

Whenever a station is closed and the work is transferred to or absorbed by another station, the affected employees will be entitled to follow their work and their seniority shall be dovetailed at the new or expanding station.

Whenever a station is partially closed and the work of the drivers and all other regular employees, part-time and full-time is transferred to or absorbed by another station, the affected employees may either follow their work and have their seniority "dovetailed" in the new station or be allowed to exercise their seniority in their present station and displace the least senior employee in their respective classification. Those employees who follow the work shall have their seniority "dovetailed" in the new station.

As a result of the Employer moving an operation more than fifty (50) miles, all full-time and part-time employees in accordance with classification seniority who choose to move, will have their moving expenses paid.

"Moving expenses" shall be defined as the reasonable cost of packing and the moving of household goods. The employee(s) who transfer will have ninety (90) days from the date of the change to move, unless the parties mutually agree to extend.

Employee(s) who are transferred out of their original area where they are covered by a Teamster Pension and Health and Welfare Trust Fund into the jurisdiction of another Pension and Health and Welfare Trust Fund, such employee(s) shall remain in their original Pension and Health and Welfare Trust Fund, to the extent permitted by the Fund.

In such event, the Employer agrees to pay the required pension and health and welfare contributions to the employee(s) original Pension and Health and Welfare Trust Fund as set forth in the trust Agreement, provided there is no conflict with any collective bargaining agreement and/or health and welfare or pension trust agreement.

When stations or operations of two (2) or more companies are combined, the following general rules shall be applied by the Employer and the Local Unions, which general rules are subject to modification by mutual agreement of the parties.

The active employee seniority rosters (excluding those employees on layoff) shall be "dovetailed" by appropriate classification in the order of each employee's full continuous classification seniority date that the employee is currently exercising. The active "dovetailed" seniority roster shall be utilized first until exhausted to provide employment at such terminals or operational locations.

In addition, the inactive seniority rosters (employees who are on layoff) shall be similarly "dovetailed" by appropriate classification. If additional employees are required after the active list is exhausted, they shall be recalled from such inactive seniority roster and after recall such employees shall be "dovetailed" into the active seniority roster with their continuous classification seniority dates they are currently exercising, which shall then be exercised for all purposes.

There shall be a maximum ninety (90) calendar day window period from the date of implementation in all Changes of Operations only when the number of positions offered at gaining stations does not equal the number of positions lost at the losing stations. To the extent applicable, such window period shall run concurrently with the twelve-month period set forth in Paragraph five (5).

Any opening which may occur at a gaining station during the window period shall be offered to those employees on the inactive list who were not offered transfer opportunity at the time the Change of Operations went into effect.

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The window period established by the Change of Operations decision shall close if either of the following conditions is met:

1. The number of days and/or months of the window period as set forth in the Change of Operations decision have expired.
2. All employees on the inactive list have been offered work opportunities.

Intent of Parties: The parties acknowledge and agree that with respect to those issues falling under this Change of Operations procedure, the application of this section will fully satisfy the Employer's statutory obligation to "effects bargain" with the Union concerning any such change in its operation.

### ARTICLE 6. UNION ACCESS PROCEDURES

The Union will announce his/her arrival to the Facility Manager or his designee. The Union representative will conduct himself/herself so as not to interfere with the operations of facility. The Union Representative will comply with all applicable TSA and other regulatory requirements with regard to security and facility access.

### ARTICLE 7. GENERAL PROVISIONS

#### Section 1. Fitness Examinations

Physical, mental or other examinations required by a government body or the Employer shall be promptly complied with by all employees. The Employer shall pay for all such examinations for all regular and probationary employees. The Employer shall make the necessary appointment with the medical examiner and shall notify the employee in sufficient time prior to the renewal of the DOT physical. Upon request, the employee shall be allowed a ten (10) hour rest before taking such D.O.T. physical. The Employer shall not pay for any time spent in the case of applicants for jobs and shall be responsible to other employees only for time spent at the place of examination or examinations, where the time spent by the employee exceeds two (2) hours, and in that case, only for those hours in excess of said two (2) hours. Examinations are to be taken at the employee's home terminal and are not to exceed one (1) in any one (1) year unless the employee has suffered serious injury or illness during the year. Employees will not be required to take examinations during their working hours.

The Employer reserves the right to select its own medical examiner or doctor, and the Union may, if it believes an injustice has been done an employee, have said employee reexamined at the Union's expense.

In the event of disagreement between the doctor selected by the Employer and the doctor selected by the Union, the Employer and Union doctors shall together select a third (3rd)

doctor within seven (7) days, whose opinion shall be final and binding on the Company, the Union, and the employee. The Company nor the Union nor the employee will attempt to circumvent the decision. The expense of the third (3rd) doctor shall be equally divided between the Employer and the Union, dispute concerning back pay shall be subject to the grievance procedure.

#### Section 2. Uniforms

IBT Button/Pin - a unit employee may wear up to one (1) authorized IBT pin no larger than a quarter.

The Company has the right to establish and maintain reasonable standards for wearing apparel and personal grooming. Socks and appropriate footwear must be worn at all times.

If any employee is required to wear a uniform as a condition of his/her employment, such uniform shall be furnished by the Company at no cost to the employee and at the standard required by the Company. Any required uniform shall be provided in sufficient number for a full work week, allowing for a daily change of uniform pants/shorts and shirt. The uniform will have the Teamster emblem applied. The current practice of including shorts as part of the uniform option will be continued.

If the Company plans to change the uniform fabric content it shall first meet with representatives of TDHLNNC to discuss the climate appropriateness of the new fabric. If the Company requires steel toed or other safety shoes, it shall negotiate with the union over the application and cost of such shoes.

### ARTICLE 8. SCOPE AND ASSIGNMENT OF UNIT WORK

#### Section 1. Operations Covered

The execution of this Agreement on the part of the Employer shall cover all clerical employees and operations as may be presently or hereafter represented by the Union, provided that the coverage of this Agreement shall be limited to those operations of the Employer and classifications specifically set forth in Appendix A of the National Agreement, which may be updated from time to time during the term of this Agreement.

In those situations where there is an interface between employees in different classifications and/or different Local Unions, e.g., counter work, dock checks, and ramp operations involving more than one (1) Local Union, nothing shall prevent the Employer from temporarily assigning unanticipated non-recurring incidental work to any employee when necessary in a specific instance to handle a specific customer issue such as answering a ringing phone or accepting a customer's package at the counter when the normal counter person has stepped away momentarily, provided that the employee to whom such work is assigned is covered by the National Agreement. Nothing herein shall provide the Employer with

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the right to violate any other provisions of this Agreement or any supplements thereto or to undermine the jurisdiction of any Local Union. This provision is intended to apply in situations normally involving less than ten (10) minutes.

Except as otherwise expressly provided in the National Agreement or this Operational Article, the bargaining unit work set forth in the paragraphs above, shall be performed exclusively by unit personnel and not by supervisors, management or any other non-unit personnel.

## **ARTICLE 9. JOB BIDDING AND FILLING OF VACANCIES**

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

All shifts shall be posted for bid by location as set forth in the applicable Supplement and/or Rider. The bid must be completed within four (4) weeks after posting. Moreover, the current general bid may be changed or re-bid in response to significant operational changes upon two (2) weeks advance notice and the consent of the Union, which shall not unreasonably be withheld. In the event the bid is not completed within the applicable time period, the Employer shall assign all such unbid shifts to available employees in order of seniority.

### **Section 2. Procedures**

Procedures for job bidding and filling of vacancies shall be as follows unless set forth differently in local or area Supplements and/or Riders.

When a new full-time position is added to the bargaining unit work force, or a permanent full-time vacancy occurs in an existing full-time position which the Employer desires to fill, the procedure set forth in this Section shall apply:

1. The new full-time position or permanent full-time vacancy shall be promptly and conspicuously posted by the Employer, at all locations. The document posted shall reflect classification, assigned hours (vacated or created), location, and days to be worked. Any employee who intends to apply for that position or vacancy, must file an application with the designated administrative office, within two (2) working days of the document posting. The bid shall then be awarded by the Employer, within twenty (20) days of bid closure to the senior, qualified employee, in an equal or lesser classification bidding that position or vacancy.

- (a) If an employee is not at work due to any type of extended leave (Worker's Compensation, illness, etc.), the affected employee must give his/her station manager a firm return to work date before the employee will be qualified to bid on the vacancy. Moreover, such employee also must be available to start the new position within three (3) weeks of being awarded the bid; and

- (b) If an employee is on Worker's Compensation, vacation, disability or for any other reason is away from the job, it shall be the employee's responsibility to find out if any bids are posted during the pendency of the employee's absence. An employee may not bid after the two (2) day deadline even though such employee was not at work.

2. If the position is awarded to an employee, domiciled at the same location as the new full-time position or permanent full-time vacancy, the position vacated by that employee shall be offered according to the procedures outlined in Section A.1. (above).

- (a) If the senior employee who was awarded the vacancy creates another vacancy which the Employer desires to fill, then that resulting vacancy shall be back filled in accordance with Section A.1. (above).
- (b) Likewise, if the senior employee who back filled the vacancy in Section A.2(a) above created another full-time vacancy which the Employer desires to fill, then that resulting vacancy shall again be back filled in accordance with Section A.1. (above).

3. If additional vacancies are created by the successful bidder and the Employer desires to fill such vacancies, they may be filled by local hires.

## **ARTICLE 10. USE OF AND PERFORMANCE OF BARGAINING UNIT WORK BY PERSONNEL OTHER THAN FULL-TIME SENIORITY EMPLOYEES**

### **Section 1. Supervisors**

Supervisory personnel and/or other employees, personnel or entities not covered by this Operational Article shall not perform any work which is recognized as the work of employees covered by this Operational Article except for purposes of training. It is expressly understood and agreed, however, that the responsible direction of unit employees in the proper performance of their work duties is an inherent management prerogative and does not constitute unit work within the meaning and intent of this Operational Article. Accordingly, all unit employees covered by this Operational Article shall abide by and comply with all work directives and instructions responsibly issued by the Employer and its supervisory personnel.

### **Section 2. Part-time Employees**

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



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

Such formula shall carry on for each additional seven (7) employees.

There shall be no reduction in the number of full-time positions as a result of the use of part-time personnel in accordance with this agreement. No part-time employees shall be used if full-time employees are on layoff.

### Section 3. Casuals

**Definition.** A casual employee is an individual who is included in the bargaining unit but who is not on the regular seniority list and who is not serving a probationary period. A casual may either be a replacement casual or a supplemental casual as hereinafter defined. Casuals shall not have seniority status. Casuals within the jurisdiction of a Local Union cannot be utilized when full-time employees are on layoff within the jurisdiction of that Local Union unless laid-off full-time employees within the Local Union have been offered said work at the normal full-time wages and benefits.

**Replacement Casuals.** Replacement casuals are defined as employees who may only be utilized by the Employer to replace regular employees when such regular employees are absent due to illness, pending acceptance and return to work following notice of recall, vacations or other absence, except when an absence of a regular employee continues beyond three (3) consecutive months, a replacement casual shall not thereafter be used to fill such absence, unless the Employer and the Local Union mutually agree to the continued use of a replacement casual. To be considered a replacement, the casual must work on the same day that the absence occurred, doing the same work as the absent employee otherwise would have done within three (3) hours of the absent employee's scheduled start time. A casual when called to work shall be guaranteed three (3) hours pay when replacing a part-time shift, and eight (8) hours pay when replacing a full-time shift.

**Supplemental Casuals.** Supplemental casuals may be used to supplement the regular work force if all available regular employees are working or scheduled to work. Casuals put to work, shall be guaranteed eight (8) hours of work or pay per day. Supplemental casuals may only be used during the time period from October 1 through December 31.

## ARTICLE 11. SICK LEAVE

### Section 1. Sick Leave Annual Benefit

All supplements and riders shall maintain the same amount of sick days contained in those labor agreements in effect prior to April 1, 2008, unless otherwise set forth in the current Supplement and/or Rider for those part-time employees on the

seniority list prior to April 1, 2008, and for all full-time employees.

Sick leave not used by March 31 of any contract year will be paid on the next regular pay period following March 31 at the applicable hourly rate in existence on that date.

Each day of sick leave will be paid for on the basis of eight (8) hours straight-time pay at the applicable hourly rate. Existing practices concerning sick leave banks shall be maintained in areas where they exist unless otherwise specifically agreed with participating local.

### Section 2. Sick Leave Utilization

Sick leave may be used by employees actively at work during absence caused by a non-work related injury or illness, for medical, dental or vision care appointments, or during the waiting period for a work-related injury or illness. Sick leave may be used in any manner authorized by and consistent with federal and/or state law.

### Section 3. Coordination with FMLA Leave

The Employer may not force an employee to use pre-scheduled vacation time as FMLA leave, provided the vacation involved was pre-scheduled in accordance with the applicable Supplemental Agreement.

### Section 4. Doctor's Certification/Medical Examinations

The Company may require verification of an employee's eligibility to use sick leave hours for any absence of three (3) consecutive duty days or more, and the employee may be required to bring a doctor's slip upon their return to work after such absences.

### Section 5. Payment Upon Termination

All Supplements and Riders shall maintain the same practices regarding pay for unused sick days upon termination contained in those labor agreements in effect prior to April 1, 2008 unless otherwise set forth in the current Supplement and/or Rider.

## ARTICLE 12. SENIORITY, LAYOFF & RECALL

### Section 1. Definition

Seniority shall prevail. Terminal seniority, rather than master seniority, shall be used for all purposes, except where a Local Union Rider provides otherwise with regard to layoff, and recall.

- Master seniority shall be defined as the most recent date of hire with the Company.
- To the extent that the Company and the Union agree to set a fringe benefit date for an employee, the date upon which an employee first establishes fringe benefit eligibility shall

continue as that employee's benefit eligibility date for vacation, holiday, pension, and health and welfare eligibility, unless the employee loses seniority under other provisions of this Agreement.

- Terminal seniority shall be defined as the master seniority date applied within an individual terminal.

### **Section 3. Posting of Seniority List**

Full-time and part-time employees shall be placed on separate seniority lists as of their first date of hire in their status as full-time or part-time employees with the unit covered by this Agreement. Seniority shall be measured by length of service in such status with the Employer as a bargaining unit employee. For example, a part-time employee transitioning to full-time status will not be credited with his part-time service for seniority purposes. Such time, however, counts for all other purposes such as vacation going forward on a pro-rata basis. Pro-rata basis shall be computed by adding the total number of hours worked in the employee's work history divided by 2080. However, a full-time employee transitioning to part-time status will maintain his date of hire into the full-time covered position as his seniority date after he has transitioned into the part-time position. Employees voluntarily transitioning to part-time status must stay in that part-time status for one (1) year. Existing employees entering the unit on the same day in the same status shall be placed on the seniority roster in order of Company seniority; newly hired personnel entering the unit on the same day shall be placed on the seniority roster by alphabetical order.

The Employer shall give the Local Union a seniority list at least every six (6) months or on reasonable request by the Local Union. The Employer shall also post a seniority list at least once every six (6) months and shall maintain a current seniority roster at each covered facility. Protest of any employee's seniority date or position on such list must be made in writing to the Employer within thirty (30) days after such seniority date or position first appears, and if no protests are timely made, the dates and positions posted shall be deemed correct. Any such protest which is timely made may be submitted to the grievance procedure.

### **Section 4. Employee Address and Phone Number**

It shall be the responsibility of the employee to keep the Employer informed of the employee's current address and telephone number. An Employee shall notify the Employer within thirty (30) days, in writing, of any change of address or telephone number.

### **Section 5. Layoffs**

Should it become necessary for the Employer to reduce its work force, layoffs shall be effectuated on the basis of master seniority by classification within the jurisdiction of the Local Union in accordance with their Supplement and/or Rider. When the force is again increased, the employees are to be returned to work in the reverse order in which they were laid

off. Where work is moved to another terminal, the senior affected employees shall be permitted to follow that work.

### **Section 6. Notification of Layoff**

In the absence of emergency or other uncontrollable circumstances, the Employer shall provide notification of layoff to affected employees by the end of the shift prior to the layoff. A copy of such notice shall be provided to the Steward and sent via fax or email to the Union.

### **Section 7. Recall**

Unit employees on layoff shall be recalled to fill available vacancies for which they are legally qualified (i.e. licensed) in reverse order of layoff (i.e., last to be laid off – the first to be offered recall), in accordance with the following procedures:

1. In the event of a recall, the laid off employee shall be notified by receipted mail addressed to the employee's last reported address on file with the Employer, with a copy to the Union. Such employee must advise the Employer within seven (7) days, excluding holidays and weekends, after delivery of the recall notice at such address whether or not he/she accepts the recall offer. Recall notices which are not successfully delivered to the affected employee's residence of record due to an incorrect address resulting from the employee's failure to advise the Employer of his/her current correct address, shall nevertheless be deemed "received" as of the date and time the initial delivery had been attempted.

2. In the event the employee declines the recall offer, or fails to notify the Employer of his/her decision within the above-mentioned seven (7) days, excluding holidays and weekends, the employee shall lose all seniority rights under the Agreement and be considered a voluntary quit.

3. Any employee who timely accepts a recall pursuant to a written recall notification delivered under the provisions of Paragraph 1 above, shall report to work at the start of his/her shift within fourteen (14) regularly scheduled work days following the day on which he/she timely notified the Employer of the timely acceptance of recall, or within such greater period as may be mutually and reasonably agreed upon by the Employer and employee. Failure to return to work within the aforesaid time period following the acceptance of the recall, shall result in the employee's forfeiture of all his accumulated seniority and he/she shall be considered a voluntary quit.

4. Should the Employer be faced with dire, serious operational issues and be in urgent need of an employee(s) to fill a vacant position(s) for which the laid off employee is qualified, the Employer may attempt initially to recall qualified laid-off employees, in department seniority order, by telephone. In all such cases, the Union shall be notified prior to commencing the telephone recall procedure, and be afforded the opportunity to be physically present at the time and place where all such calls are being made. In addition, the Employer shall maintain a written log with the name of the individual called, the tele-

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phone number called, and the date and time of each such call. It is expressly understood and agreed, however, that the Employer must follow-up all such telephone calls with written recall notifications as provided in Paragraph 1 above.

5. Unit employees (excluding probationary and casual employees) shall enjoy recall rights by terminal for a period not to exceed five (5) years following the effective date of the lay-off, or for the length of the employee's continuous service with the Employer in the unit covered by this Agreement, whichever is less.

### Section 8. Termination of Seniority

Seniority shall be broken only by:

1. Discharge.
2. Voluntary quit or retirement.
3. Performing no work for more than five (5) years. This five (5) year period does not begin to run until ratification of this Agreement.
4. Failure to respond to a notice of recall.
5. Failure to return from an authorized leave of absence.
6. Unauthorized failure to report to work (no call/no-show) for three (3) consecutive days when work is available.
7. Voluntary leaving of a classification of work covered by this Agreement and remaining in the employ of the Employer in some other non-unit capacity, except pursuant to an inter-bargaining unit transfer specifically authorized by the terms of an Operational Supplement, Supplement and/or Rider.

## ARTICLE 13. HOURS OF WORK, WORK DAY, WORK WEEK, OVERTIME, AND SCHEDULING

### Section 1. Full-Time

All full-time employees covered by this Operational Article as of the date of ratification will be red-circled by name, and will be guaranteed the opportunity for forty (40) hours per week for as long as they are working full-time and on the active seniority list.

The standard workweek shall be forty (40) hours per week, and the standard guaranteed workday shall be eight (8) hours per day, five (5) consecutive days Monday through Friday unless provided differently in a Supplement and/or Rider.

### Section 2. Part-Time

Unless a Supplement and/or Rider provides differently, such employee shall be guaranteed four (4) hours work per day, if

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

### Section 3. Overtime

Unless set forth differently in Supplement and/or Riders, hours worked in excess of eight (8) per day shall be paid at the overtime rate listed at time and one-half (1-1/2). All work performed on a sixth (6<sup>th</sup>) day shall be paid at time and one-half (1-1/2), and all work performed on a seventh (7<sup>th</sup>) day shall be paid at double time (2x). There shall be no pyramiding of overtime.

Employees shall not be forced to work more than ten (10) hours on any shift on a recurring basis except in the case of unforeseen emergencies during peak periods.

### Section 4. Meal Break & Rest Periods

All supplements and riders shall maintain the meal break and rest period practices contained in those labor agreements in effect prior to April 1, 2008, unless otherwise set forth in the current Supplement and/or Rider.

### Section 5. Assignment of Overtime

Overtime assignments, when necessary to cover employee absences, shall be offered to unit personnel on the basis of seniority in the classification at the work location involved.

When overtime other than coverage for an employee absence is necessary, the Employer shall offer the work to available employees in the classification at issue in order of seniority. If no available employee accepts the work, the Employer shall assign the work in inverse order of seniority to the available employee(s) in the classification at issue.

## ARTICLE 14. ELIGIBILITY REQUIREMENTS FOR HOLIDAY PAY

In order to be entitled to holiday pay, an employee covered by this Operational Article must have completed his/her probationary period and must be a regular full-time or regular part-time employee. In addition, in order to be entitled to holiday pay, an employee must work his/her regularly scheduled work day immediately preceding the recognized holiday or his/her regularly scheduled work day immediately following the holiday, in addition to the holiday when scheduled as part of the duty shift, unless such absences are due to scheduled vacations or floating holidays, or absence due to illness or injury with a doctor's written authorization are otherwise expressly excused in writing by the Employer.



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Regular employees are entitled to holiday pay if the holiday falls within the first (1<sup>st</sup>) thirty (30) days of absence due to illness, or non-occupational injury, or within the first (1<sup>st</sup>) six (6) months of absence due to occupational injury or during a period of permissible absence. This does not apply to employees taking leave of absence for full-time employment with the Union.

Any laid off employee on the Employer's seniority list who works a day within the fifteen (15) days prior to the holiday and remains available for the full fifteen (15) days prior to the holiday shall receive compensation for such holiday. However, an employee who declines work during this period shall not qualify for holiday pay. This provision shall also apply to any laid off employee working out of classification provided they qualify as required in this section.

If any holiday falls within the thirty (30) day period following an employee's lay-off due to lack of work and such employee is also recalled to work as provided in Article 12 Section 6, of this agreement during the same thirty (30) day period but did not receive any holiday pay, then in such case he shall receive an extra days pay for each holiday, in the week in which he returns to work. Said extra days pay shall be equivalent to eight (8) hours at the straight-time hourly rate specified in the Agreement. An employee who was laid off because of lack of work and is not recalled to work within the aforementioned thirty (30) day period is not entitled to the extra pay upon his return. Under no circumstances shall the extra pay referred to herein be construed to be holiday pay, nor shall it be considered as hours worked for weekly overtime.

### ARTICLE 15. VACATION

All Supplements and Riders shall maintain the same amount of vacation days and the same administration of vacation provisions as contained in those labor agreements in effect prior to April 1, 2008, unless otherwise set forth in the current Supplement and/or Rider for those part-time employees on the seniority list prior to April 1, 2008, and for all full-time employees.

### ARTICLE 16. STEWARDS

#### Section 1. Number

The Employer recognizes the right of the Local Union to designate job stewards and alternates from the Employer's seniority list. The authority of job stewards and alternates so designated by the Local Union shall be limited to, and shall not exceed, the following duties and activities as outlined below:

The Employer shall give at least one (1) job steward, during his regular working hours or if outside his regular working hours his/her designated alternate, an opportunity to participate in the Employer's orientation of new employees, or the right to meet with new employees during their workday to

inform them of the benefits of Union representation without loss of time or pay. The Employer shall have the sole right to schedule the time and place for such participation so as not to interfere with the Employer's operation.

#### Section 2. Notification to Employer

The Union shall notify the Employer, in writing, of the selection and/or change of the designated and/or alternate stewards.

#### Section 3. Functions and Authority

The authority of the designated and alternate stewards designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances and the participation in the Grievance/Arbitration procedures, including Employer conducted investigatory interviews, as provided in Article 17, Section 2 (Investigatory Interviews of Unit Employees by Management and Supervision) in the Operational Supplement and Article 7 (Grievance and Arbitration Procedure) of the National Agreement;
2. The collection of dues when authorized by the 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, slow-downs, refusals to handle goods, or any other interference with the Employer's business.

The designated and alternate stewards are employees of DHL and have no managerial or supervisory authority.

The designated steward and alternate stewards have no authority to take strike action or any other action interrupting the Employer's business, except as authorized by official action of the Union which it communicates in advance to the Company. The Employer recognizes these limitations upon the authority of the designated steward and alternate stewards, and shall not hold the Union liable for any unauthorized acts. The Employer, in so recognizing such limitations upon the authority of the designated steward and alternate stewards, shall have the authority to impose proper discipline, including discharge, in the event the designated steward and/or alternate stewards has/have taken an unauthorized strike action, slow-down, or work stoppage in violation of this Agreement.

#### Section 4. Release Time for Steward Duties

The job steward, or his/her designated alternate, shall be permitted reasonable time to investigate, present and process grievances on the company property without loss of time or

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pay during his/her regular working hours without interruption of the Employer's operation by calling group meetings; and where mutually agreed to by the Local Union and the Employer, off the property or other than during his/her regular schedule without loss of time or pay. Such time spent in handling grievances during the job steward's or his/her designated alternate's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the "job steward."

### Section 5. Superseniority Status

In areas that have provided super seniority to stewards immediately prior to the effective date of this Agreement, such practices shall be continued.

## ARTICLE 17. DISCIPLINE AND DISCHARGE

### Section 1. Discipline

**Just Cause Standard/Progressive Discipline.** The Employer shall not discharge, suspend or take any other disciplinary action against any non-probationary employee, excluding casuals, without just cause. With respect to discharge or suspension, the Employer shall give at least one (1) advance warning notice of the complaint(s) (of a like nature) against the employee to the employee in writing by personal delivery and/or certified mail (return receipt requested) with a copy of same to the Local Union. An employee shall not receive multiple warning letters for a single incident. Upon attainment of seniority status at the completion of the probationary period, an employee's record shall be clear.

**Cardinal Infractions.** No warning notices are necessary for those cardinal infractions set forth in the current supplements to the 2003 National Master Freight Agreement as applied to each Local Union covered by this Operational Article.

**Survival of Prior Disciplinary Action for Future Use in Progressive Discipline.** The warning notice(s) or suspensions as provided herein shall not remain in effect to support further progressive disciplinary action for a period of more than nine (9) months. All warning notices, discharges, suspensions or other disciplinary action shall be confirmed in writing to the employee and Union.

**Deadline for Filing a Grievance Protesting Disciplinary Action.** Appeal from a discharge, suspension or written warning notice must be taken within ten (10) calendar (exclusive of weekends and those holidays designated in this Agreement) days of the employee's receipt of notice of same.

The Employer must issue all discipline within ten (10) calendar days of knowledge, with the exception of issuing a letter of investigation for accidents or alleged unlawful harassment. Letters of investigation cannot exceed thirty (30) days, with the Employer having the right to one (1) written thirty (30) day extension.

### Section 2. Investigatory Interviews of Unit Employees by Management and Supervision

In the event an employee is required to attend an investigatory interview with a supervisor or other management official which he/she reasonably believes will result in disciplinary action, any readily available Local Union steward employed at the Employer's facility or another bargaining unit employee designated by the employee and who is available at the time of the meeting shall be present and participate at such investigatory interview, unless waived by the employee in writing.

### Section 3. Video Cameras

The Employer may not use video cameras to discipline or discharge an employee for reasons other than theft of property or physical violence. If the information on the video tape is to be used to discipline or discharge an employee, the Employer must provide the Local Union, prior to the hearing, an opportunity to review the video tape used by the Employer to support the discipline or discharge.

The Employer shall not install or use video cameras in areas of the Employer's premises that violate the employee's right to privacy such as in bathrooms or places where employees change clothing or provide drug or alcohol testing specimens.

### Section 4. Use of Other Devices to Monitor Employee Work Activity

Employees are provided by the Employer with an increasingly sophisticated set of equipment, vehicles and other devices with which to perform their job functions. Employees do not have any expectation of privacy with the regard to the use of such equipment, vehicles and other devices, and the Employer may use information contained in or generated by such devices for appropriate disciplinary purposes. This information may include, but is not limited to, computer tracking devices in vehicles (commonly known as "Black Boxes"), information stored on computers, records from Company-issued cell phones and two-way radios, and information generated by GPS (Global Positioning System) Devices. However, the Employer may not use such devices as the sole basis for discipline.

### Section 5. Polygraph Test

No employee covered by this Agreement can be subjected to a polygraph test administered by the Employer or conducted on the Employer's behalf.

## ARTICLE 18. WAGES

### Section 1. General Wage Increases Full-Time

Wage rates in effect will be increased as follows:

Effective dates	Hourly Increase
April 1, 2008	\$.35
October 1, 2008	\$.35

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April 1, 2009	\$ .40
April 1, 2010	\$ .45
April 1, 2011	\$ .40
October 1, 2011	\$ .45
April 1, 2012	\$ .45
October 1, 2012	\$ .50

**Section 2. General Wage Increases Part-Time (hired prior to April 1, 2008)**

Wage rates in effect will be increased as follows:

<b>Effective dates</b>	<b>Hourly Increase</b>
April 1, 2008	\$ .35
April 1, 2009	\$ .20
April 1, 2010	\$ .225
April 1, 2011	\$ .425
April 1, 2012	\$ .475

**Section 3. Part-Timers Hired After April 1, 2008**

If a new part-time employee is required by law or trust agreement/rules to have H&W and/or Pension benefits, the following applies:

Start Rate	\$10.00
12 mos	\$10.20
24 mos	\$10.425
36 mos	\$10.85
48 mos	\$11.325

If a new part-time employee is not required to have H&W or Pension benefits, the following applies:

Start Rate	\$12.00
12 mos	\$12.20
24 mos	\$12.425
36 mos	\$12.85
48 mos	\$13.325

**Section 4. General Wage Scale Casuals**

Eighty-five percent (85%) of existing full wage rate in effect for classification.

**Section 5. Wage Application for Progressions**

Application of the above increases to existing agreements containing pay progressions shall be set forth in applicable Local Riders.

**ARTICLE 19. HEALTH AND WELFARE**

With respect to this agreement and all Supplements and Riders, the Company shall remain in the same health plan(s) that they are currently in. The Company shall continue to participate in such plans and will execute all necessary participation agreements and other documents required by the plans.

**Section 1. Taft-Hartley Plans**

Employees in Taft-Hartley multi-employer plans shall remain in said plan and Employer shall pay an increase of up to one (1) dollar per hour for each year of the contract to be allocated between the Taft-Hartley health plans and pension plans as directed by the area supplemental co-chairs.

**Section 2. Company Plans**

For employees in Company provided Health and Welfare plans upon ratification, the Employer agrees to continue all existing health care plans in effect for the part-time employees on the seniority list before April 1, 2008, and full-time employees at substantially comparable benefit levels on the same basis provided all other plan participants, and costs as they existed at March 31, 2008. As long as the annual benefit funding increases outlined in this Agreement are not exceeded, the Employer is required to maintain all levels of benefits on the same basis as provided all other plan participants, during the life of this Agreement. If the additional cost of maintaining all levels of benefits exceeds the funding increase available in any year, the Employer and Local Union will meet and determine if benefit levels should be adjusted or employees will be required to participate in paying for the premium necessary to continue the existing level of benefits. Full-time employees with forty (40) compensable hours per month shall not have any out of pocket premium expense as long as the annual benefit funding increases outlined in this Agreement are not exceeded by the additional cost (if any) of such benefits. Eligible part-time employees with eighty (80) compensable hours per month shall not have any out of pocket premium expense as long as the annual benefit funding increases outlined in this Agreement are not exceeded by the additional cost (if any) of such benefits. No employees will be required to pay additional premium costs during life of this agreement as long as the annual benefit funding increases outlined in this Agreement are not exceeded by the additional cost (if any) of such benefits. Supplements or Riders with lower thresholds for qualifying purposes those thresholds will be maintained for the life of the Agreement.

**Section 3. Part-Time Employees**

Part-time employees under the PU&D hired after April 1, 2008, shall not be eligible for health benefits except with respect to those Local Unions where Benefit Trusts require or state law require contributions.

**ARTICLE 20. PENSION**

With respect to this agreement and all Supplements and Riders, the Company shall remain in the same pension plan(s)

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that they are currently in. The Company shall continue to participate in such plans and will execute all necessary participation agreements and other documents required by the plans.

### Section 1. Taft-Hartley Plans

Employees in Taft-Hartley multi-employer plans shall remain in said plan and Employer shall pay an increase of up to one (1) dollar per hour for each year of the contract to be allocated between the Taft-Hartley health plans and pension plans as directed by the area supplemental co-chairs.

### Section 2. Company Plans

For employees in an Employer provided Pension/401(k) Plan, the Employer is required to maintain all levels of contributions during the life of this Agreement. Where the 401(k) plan is the retirement plan for the employee, the Employer shall make increased contributions in the amount equal to the lesser amount of the increases to any of the multi-employer pension plans in which the employer participates under this Agreement during the term of this Agreement, but in no event less than thirty-five cents (\$0.35) per hour for each year of the contract.

### Section 3. Part-Time Employees

Part-time employees under the PU&D hired after April 1, 2008, shall not be eligible for pension contributions except with respect to those Local Unions where Benefit Trusts or state law require contributions. However, such part-time employees are eligible for participation in the Teamsters National 401(k) Plan.