

**TEAMSTERSLOCAL 483  
OFFICE CLERICAL RIDER**

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

## **ARTICLE 21. SCOPE OF AGREEMENT**

This Agreement is entered into by and between DHL EXPRESS (USA), INC. (hereinafter the "Company", "Employer" or "DHL"), the TEAMSTERS DHL NATIONAL NEGOTIATING COMMITTEE, representing Local Unions affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, and LOCAL UNION 483, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS (hereinafter "Union" or "Local 483"). This Local Rider is supplemental to and becomes a part of the National DHL Express Agreement, hereinafter referred to as the "National Agreement" and the Office Clerical Operational Supplement, hereinafter referred to as the "OCOS", for the period commencing April 1, 2008 through March 31, 2013. This Local Rider shall not become effective unless and until it is ratified by the Employer's Office Clerical employees represented by Local 483 and approved in writing by the National Union Committee as provided in the National Agreement (Article 2, Scope of Agreement, Section 1, Scope and Approval of Local Supplements).

Once this Local Rider becomes effective, it (together with the National Agreement and OCOS) shall supersede, cancel and replace in its entirety the pre-existing collective bargaining agreement between DHL/Airborne Freight Corporation and Local Union 483 (Office Operations and Customer Service) as entered into on December 10, 2003 (local supplement) and the associated National Master Freight Agreement and the Western States Area Supplemental Agreements (for the period April 1, 2003 thru March 31, 2008), for the affected Office Clerical Employees represented by Local 483.

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

## **ARTICLE 22. RECOGNITION**

This Local Rider covers all Office Clerical employees employed within the jurisdiction of Local 483 (presently only 5701 West Albatros, Boise, Idaho 83705).

The term "employee" or "employees" as used in this Local Rider shall mean Operations Agents employed by the Company at its Service Centers within the jurisdiction of Local 483 (presently only the Boise, Idaho Service Center).

Any dispute arising from the interpretation and/or application of this Recognition article shall be submitted directly to the National Grievance Committee.

## **ARTICLE 23. SENIORITY, LAYOFF AND RECALL**

### **Section 1. Employee Elections and Separation of Operations Office Clerical from Call Center**

The Employer shall post a one time bid for all full time and regular part time Office Clerical and Call Center positions represented by Local 483, within thirty (30) days after ratification of this agreement in 2008. This one time only bid will distinguish between the Call Center and Office Clerical employees. All non-probationary employees, whether full- or part-time employees will be able to exercise their seniority in this bid. The bid shall be completed within three (3) business days (Monday through Friday, excluding any recognized holidays). During this process, employees shall, in seniority order, select either a call center or a operations office clerical position, and shall be governed by applicable Operational Supplement and Local Rider (Call Center or Office Clerical), and shall have no future right to select a position covered by the alternate Operational Supplement and shall be considered completely separate for all purposes, and there shall be no rights of assignment, bidding, transfer, bumping in the event of a layoff, recall or otherwise between the two groups. The Call Center and Operations Office Clerical employees shall have completely separate seniority lists from that point forward and the two groups shall be administered as though they were completely separate bargaining units.

## **ARTICLE 24. HOURS OF WORK**

### **Section 1. Meal Period**

Full-time employees shall receive a thirty minute unpaid lunch period, which will be scheduled by management to start not before three and a half hours after the start of the shift and not later than the start of the sixth hour after the start of the shift. Employees may be required to swipe in/out for meal periods.

Part-time employees shall not be entitled to a meal break during their part-time work day. If, however, such employees are required to work more than six (6) hours on any single day, then they will be provided a thirty minute unpaid lunch period, which will be scheduled by management.

### **Section 2. Rest Period**

All employees shall be entitled to a fifteen (15) minute break to be scheduled by the employee's supervisor for every four (4) full hours worked near the middle of each such four-hour block of time and which may not be attached to a meal period. If an employee volunteers or is required to work overtime beyond the end of their shift, and the overtime is expected to last more than two hours after the end of their shift, they will be provided a fifteen (15) minute break near the beginning of that overtime.

### **Section 3. Assignment of Overtime**

Full time and regular part-time employees shall be given one (1) hour advance notice if required to work beyond the end of their scheduled shift.

## **ARTICLE 25. GENERAL PROVISIONS**

Errors by the Employer resulting in overpayment of wages to the employee shall not be reimbursed by the employee unless requested by the Employer within forty-five (45) calendar days of the overpayment, subject to the grievance procedure. Verified payroll shortages of \$50 in net pay or more shall be paid within two (2) business day if requested by the employee by 11:00 a.m. local time. Failure to correct such a shortage within this time frame shall subject the Employer to liquidated damages of two (2) hour's straight pay for every business day of delay.

## **ARTICLE 26. VACATIONS**

All part-time employees employed as of the Ratification Date of this Local Rider, and full-time employees, shall continue to be eligible for vacation pay in accordance with the terms of Article 50, "Vacations," of the 2003-2008 Western States Area Agreement.

## **ARTICLE 27. HOLIDAYS**

All part-time employees employed as of the Ratification Date of this Local Rider, and full-time employees, shall continue to be eligible to receive holiday pay and benefits in accordance with the terms of Article 51, "Holidays," of the 2003-2008 Western States Area Agreement; provided, however, that all worked performed on the day after Thanksgiving and December 24 will be paid for eight (8) hours at the applicable hourly rate plus one and one-half (1 ½) times the applicable hourly rate. President's Day, Employee's Birthday, Employee's Anniversary Date shall be converted to Personal Holidays.

Part-time employees hired after the Ratification Date of this Local Rider shall receive paid holidays prorated based on the average number of hours worked in the two weeks before the holiday.

## **ARTICLE 28. SICK LEAVE**

All part-time employees employed as of the Ratification Date of this Local Rider, and full-time employees shall continue to be eligible to receive sick leave pay and benefits in accordance with the terms of Article 38, of the 2003-2008 National Master Freight Agreement; provided, however, that the term of Section 1 of that Article shall be amended to provide for one (1) additional day of sick leave for a total of six (6) days.

## **ARTICLE 29. RETIREMENT PLANS**

In accordance with the Clerical Operational Supplement, the Company will continue to participate in the current or similar pension plans and will contribute up to one dollar (\$1.00) per hour per year per covered employee to be divided between health and welfare and pension as decided by the Area Co-Chairs.

[Language to be inserted]

## **ARTICLE 30. HEALTH AND WELFARE PLANS**

In accordance with the Clerical Operational Supplement, the Company will continue to participate in the current or similar health plans and will contribute up to one dollar (\$1.00) per hour per year per covered employee to be divided between health and welfare and pension as decided by the Area Co-Chairs.

[Language to be inserted]

## **ARTICLE 31. WAGES**

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

Wage rates in effect will be increased as follows:

| <b>Effective dates</b> | <b>Hourly Increase</b> |
|------------------------|------------------------|
| April 1, 2008          | \$.35                  |
| October 1, 2008        | \$.35                  |
| 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 |

**ARTICLE 32. 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 \_\_\_\_\_ day of \_\_\_\_\_.

COMPANY

UNION

TEAMSTERS LOCAL UNION NO. 483 affiliated  
with the International Brotherhood of Teamsters

BY \_\_\_\_\_

BY \_\_\_\_\_