

Central Region Pick-up and Delivery Local Supplement
Effective
April 1, 2008 to March 31, 2013

**CENTRAL REGION PICK-UP AND DELIVERY
LOCAL SUPPLEMENT**

**for the period of
April 1, 2008 through March 31, 2013**

**in the following territory:
Michigan, Ohio, Indiana, Illinois, Wisconsin,
Minnesota, Iowa, Missouri, North Dakota,
South Dakota, Nebraska, Kansas, Kentucky
and West Virginia.**

DHL Express, hereinafter referred to as the “Employer,” and the Teamsters DHL National Negotiating Committee (“TDHLNNC”), CENTRAL REGION OF TEAMSTERS AND LOCAL UNION NOS. 100, 135, 299, 364, 407, and 600, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the “Union,” agree to be bound by the terms and provisions of this Local Supplement. This Local Supplement Agreement is supplemental to and becomes a part of the DHL National Agreement, hereinafter referred to as the “National Agreement” for the period commencing April 1, 2008. Questions arising out of alleged conflicts between the Master agreement and this Local Supplement agreement shall be submitted directly to the National Grievance Committee.

ARTICLE __. PROBATIONARY EMPLOYEES

Section 1. Probationary Employees

A probationary employee who is terminated by the Employer during the probationary period and is then worked again at any time during the next full twelve (12) months at any of that Employer’s locations within the jurisdiction of the Local Union covering the terminal where he first worked, except in those jurisdictions where the Local Union maintains a hiring hall or referral system, shall be added to the regular seniority list with a seniority date as of the date that person is subsequently worked.

Probationary employees shall be paid at the new hire rate of pay during the probationary period; however, if the employee is terminated by the Employer during such period, he shall be compensated at the full contract rate of pay in effect at the time of termination for all hours worked retroactive to the first (1st) day worked in such period, and the Employer shall likewise pay the appropriate pension contributions for all days worked by the terminated employee.

Section 2. Work Assignments

The Employer agrees to respect the jurisdictional rules of the Union and shall not direct or require their employees or persons other than the employees in the bargaining units here

involved, to perform work which is recognized as the work of the employees in said units except as expressly permitted in this agreement.

ARTICLE ____ . ABSENCE

Section 1. Leave of Absence

Any employee desiring leave of absence from employment shall secure written permission from both the Union and the Employer. The maximum leave of absence shall be for ninety (90) days and may be extended for like periods. Permission for extension must be secured from both the Local Union and the Employer. During the period of absence, the employee shall not engage in gainful employment in the same industry. 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. The employee must make suitable arrangements for continuation of health & welfare and pension payments before the leave may be approved by either the Local Union or the Employer.

Employees who lose their driving privileges for off-duty traffic violations reported in accordance with the provisions of Article 23 of the National Agreement (“Special Licenses and Drug/Alcohol Testing”) shall, upon written request, be granted a leave of absence in accordance with provisions of this Article and Section, until such time as driving privileges have been reinstated.

Section 2. Alcoholism/Drug Use

An employee shall be permitted to take a leave of absence for the purpose of undergoing treatment pursuant to an approved program for alcoholism and/or drug use. The leave of absence must be requested prior to the commission of any act subject to disciplinary action. Such leave of absence shall be granted on a one-time basis and shall be for a maximum of sixty (60) days unless extended by mutual agreement. While on such leave, the employee shall not receive any of the benefits provided by this Agreement, Supplements or Addenda except the continued accrual of seniority, nor does this provision amend or alter the disciplinary provisions.

Section 3.

Employees who lose their driving privileges for off-duty traffic violations and for reasons other than those for which the employee can be discharged by the Employer and who promptly notify the Employer of such loss of privileges in writing shall, upon written request, be granted a leave of absence without loss of seniority not to exceed three (3) years until such time as driving privileges have been reinstated. The Employee will be given work opportunities ahead of casuals to perform non-driving job functions.

ARTICLE ____ . UNION LEAVE

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

A Union member elected or appointed to serve as a Union official shall be granted a leave of absence during the period of such employment, without discrimination or loss of seniority rights, and without pay.

ARTICLE ____ . SENIORITY

Section 1. Seniority Application

For purposes of layoff and recall of employees covered by the Central Region Pick-up and Delivery Local Supplement, master seniority within each Local Union shall control.

Section 2. Equipment Purchase

The Employer shall not require, as a condition of continued employment, that an employee purchase truck, tractor, and/or tractor and trailer or other vehicular equipment or that any employee purchase or assume any proprietary interest or other obligation in the business.

Section 3. Retirement

There shall be no contractual mandatory retirement requirement, except as permitted by federal law.

ARTICLE ____ . FRINGE BENEFIT DELINQUENCY

Notwithstanding anything herein contained, it is agreed that in the event the Employer is delinquent at the end of a period in the payment of his contribution to the Health & Welfare or Pension Fund or Funds created under this Agreement, in accordance with the rules and regulations of the Trustees of such Funds, after the proper official of the Local Union has given seventy-two (72) hours' notice to the Employer of such delinquency in health & welfare and pension payments, the Local Union or Regions, shall have the right to take such economic (including strike) action as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employers shall be responsible to the employees for losses resulting therefrom. This provision shall be interpreted in a manner consistent with Article 7, Section 12 of the National Agreement.

ARTICLE ____ . DISCIPLINE

For purposes of the Central Region Pick-Up and Delivery Local Supplement, "cardinal infractions" shall be as follows: proven dishonesty (extension of a coffee break or lunch period for a minimal amount of time shall not be considered dishonesty, per se, and will require at least one (1) warning notice prior to suspension or discharge); drunkenness which may be verified by an alcohol or drug test (refusal to take an alcohol or drug test shall establish a presumption of drunkenness); drug intoxication as provided in Article 23 of the National Agreement ("Special Licences and Drug/Alcohol Testing"); the possession of controlled substances and/or drugs either while on duty or on company property; recklessness resulting in a serious accident while on duty; carrying of unauthorized passengers; failure to report any accident of

which the employee is aware; failure to meet the minimum requirements for safe driving under Paragraph 391.25 of the Motor Carrier Safety Regulations issued by the Department of Transportation; unprovoked physical assault on a company supervisor while on duty or on company property; that an employee has intentionally committed malicious damage to the Employer's equipment or property; that an employee has intentionally abandoned his equipment; and proven sexual harassment.

ARTICLE __. MEAL PERIOD

Employees shall, unless mutually agreed otherwise, take one (1) continuous thirty (30) minute lunch period in any one (1) day. No employee shall be compelled to take any part of such continuous meal before he has been on duty four (4) hours or after he has been on duty six (6) hours. An employee, required to work during the two (2) hour period set forth above without, lunch shall receive his regular hourly rate of pay for such lunch period, in addition to the applicable contractual pay provision, but this revision shall not apply if the employee elects to take a lunch period before the fourth (4th) or after the sixth (6th) hour. Meal period shall not be compulsory at stops where the driver is responsible for equipment or cargo, nor shall meal period be compulsory when or where there is no accessible eating place.

ARTICLE __. PAY PERIOD

All regular and all other employees covered by this Agreement shall be paid in full each week. Not more than one (1) week's pay shall be held on an employee. The Union and Employer may by mutual agreement provide for semimonthly pay periods. Each employee shall be provided with an itemized statement of gross earnings and an itemized statement of all deductions made for any purpose. Verified payroll mistakes of fifty dollars (\$50.00) or more will be paid on the next business day if requested by the employee. Verified payroll mistakes of fifty dollars (\$50.00) or more will be paid to the employee on the next business day after reporting the shortage.

The National Grievance Committee upon application by the Employer may waive the provision of this Article upon a satisfactory showing of necessity by the Employer.

ARTICLE __. PAID-FOR TIME

Section 1. General

All employees covered by this Agreement shall be paid for all time spent in service of the Employer. Rates of pay provided for by this Agreement shall be minimums. Time shall be computed from the time that the employee is ordered to report for work and registers in, until he is effectively released from duty. All time lost due to delays as a result of overloads or certificate violations involving federal, state, or city regulations, which occur through no fault of the driver, shall be paid for.

Section 2. Call-in Time

Employees called to work shall be allowed sufficient time, without pay, to get to the garage or terminal and shall draw full pay from the time they report or register in as ordered. All employees shall have a reporting time for duty which shall be designated at the end of the preceding workday or as otherwise set forth in bidding and scheduling provisions. If called and not put to work, regular employees shall be guaranteed six (6) hours' pay at the rate specified in this Agreement for their classification of work. If such full-time employee is put to work, he shall be guaranteed a minimum of eight (8) hours' pay. Casuals shall be guaranteed four (4) hours' pay at the applicable rate of pay if called and not put to work, and shall be guaranteed a minimum of six (6) hours' pay if put to work.

ARTICLE ____ . VACATIONS

Section 1.

All full-time employees and part-time employees on the seniority list on April 1, ____ covered by this Agreement who have worked sixty percent (60%) or more of the total working days during any twelve (12) month period shall receive a vacation with pay of six consecutive working days where they have been employed one (1) year, twelve (12) consecutive working days where they have been employed two (2) years or more, and eighteen (18) consecutive working days where they have been employed eight (8) years or more.

Employees shall receive a vacation with pay of twenty-four (24) consecutive working days where they have been employed fifteen (15) years or more.

Employees shall receive a vacation of thirty consecutive working days where they have been employed twenty (20) years or more; thirty-six (36) days after thirty (30) years or more effective January 1, 2009 provided, however, if mutually agreed between the Employer and the employee, the employee shall either take the fourth (4th) and fifth (5th) weeks of vacation or shall take only three (3) weeks and receive compensation for the fourth (4th) and/or fifth (5th) week of vacation.

An employee, upon giving of a reasonable notice of not less than one (1) week to his Employer, shall be given vacation pay before starting his vacation. It is understood that during the first (1st) year of employment, the employee must work sixty percent (60%) of the total working days in order to obtain his vacation and must have been employed for the full year.

During the second (2nd) and subsequent years, the employee must have worked sixty percent (60%) of the total working days of the year, but need not be employed for the full year to be eligible for the vacation. No more than one (1) vacation will be earned in any twelve (12) month period.

If a holiday occurs during an employee's vacation, the employee shall be allowed an extra day off at the end of said vacation.

Section 2.

The full week's pay except for the fourth (4th) and fifth (5th) weeks of vacation, shall be computed by dividing the compensation received by the employee during the twelve (12) month period by the number of days worked in said period and then multiplying the result by six (6). Time lost due to sickness or injury shall be considered as days worked, but shall not be included in computation to determine average daily earnings.

Compensation for the fourth (4th) and fifth (5th) weeks shall be computed on the basis of one fifty-second (1/52nd) of the employee's earnings for the twelve (12) month period preceding the vacation period.

The workday and not the calendar day shall be the basis for computing the number of days worked under this Section.

Section 3.

Except as provided in Section 1 of this Article, with respect to the fourth (4th) and fifth (5th) weeks of vacation, all vacations earned must be taken by employees and no employee shall be entitled to vacation pay in lieu of vacation; except, however, any employee who has quit, retired, been discharged, or laid off before he has worked his sixty percent (60%) shall be entitled to the vacation pay earned on a pro rata basis provided he has worked his first (1st) full year. The vacation period of each qualified employee shall be set with due regard to the desire, seniority, and preference of the employees, consistent with the efficient operation of the Employer's business.

Any employee who fails to take any day or week of earned vacation within the twelve (12) month period subsequent to the end of the anniversary year in which such vacation was earned shall have forfeited entitlement to that day or week of vacation time off and/or pay, and further, any advance payment for vacation not taken by the deadline provided herein may be deducted by the employer from the employee's check.

Section 4.

Except as otherwise agreed, past practice shall prevail both as to the time of taking vacation and the number of employees entitled to be off on vacation at any time, provided that a minimum of ten percent of the total number of the active employees shall be permitted to go on vacation in any one (1) calendar day.

The employer must allow a minimum of ten percent (10%) of the active employees to be on vacation each day of the year. Each employee may split two weeks of their earned vacation into a maximum of twelve twenty-four hour segments. The employee must give a minimum of forty-eight hours notice to the Company in order to utilize this provision. When the employee takes the first day of such vacation one day at a time, he/she will be

paid for a full weeks' vacation, except however, if the employee makes a written request at the time of scheduling such one day vacation he/she will be paid for such days with his/her check for the week in which the vacation day(s) fall, and such day(s) shall be included in the computation of the above mentioned ten percent (10%). There will be a maximum of ten percent of the active employees allowed off on any day including any alternate day selected by an employee.

Section 5.

If an employee's paid vacation period accrues or is payable during a period in which he is otherwise entitled to unemployment compensation, the employee's right to and payment for such vacation shall be deferred until after termination of the unemployment benefit period. The Employer waives the privilege of allocating vacation pay to past, present, or future weeks of unemployment.

Section 6.

All days worked for the Employer shall count as time worked for vacation purposes, including days worked out of classification; however, vacation pay shall be computed on a pro rata basis.

Section 7.

If the employee is obligated to be available to the Employer and not worked on that day, this shall be considered as a trip for accumulation of vacation.

Time lost due to sickness, injury or time required to be available for work call, shall be considered as days worked, but shall not be included in computation to determine average daily earnings.

ARTICLE ____ . HOLIDAYS

The following named holidays shall be paid for at the rate of eight (8) hours' pay for full time employees for the holiday even when not worked and regardless of the day of the week on which it falls in addition to any monies the employee may earn on such holidays: New Years' Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, December 24th, Christmas, the employee's birthday and a personal holiday.

Regular road drivers performing work on the holidays stated above shall be paid a total of four straight-time hours, in addition to holiday pay, except in no event shall the application of this provision provide for more than a total of twelve straight-time hours of holiday pay.

When an employee's birthday and a personal day holiday falls on birthday of the scheduled workweek other than the first (1st) and last day, and outside of employee's scheduled workweek, such employee may, at his option, take such holiday on the day of the week that it falls and select the last day of his scheduled workweek in which such holiday falls on the first day of such employee's next scheduled workweek as their birthday and/or personal day holiday for purposes of having a long weekend. If the employee opts for a long weekend, he/she shall give the employer seven (7) calendar days' written notice of the date so selected and such employee shall not be eligible for work calls during the period of such long workweek.

Part-time employees added to the seniority list after April 1, _____ shall receive paid holidays pro-rated based on the average number of hours worked in the two (2) weeks before the holiday.

ARTICLE ____ . FUNERAL LEAVE

Non-probationary regular full-time employees shall be granted up to three (3) days of paid leave at regular straight-time rates of pay as compensation for actual work days lost due to the death of a member of the employee's "immediate family", as defined herein, provided that the employee attends the funeral or memorial service. One (1) day of paid leave at regular straight time rates of pay shall be provided for an actual work day lost to attend the funeral or memorial service for a member of the "extended family", as defined herein.

"Immediate family," as used herein, shall include: current spouse, domestic partner, mother, father, sister, brother, child, step-child (providing persons in such relationship were raised in the same home and have continued an active family relationship), mother-in-law, or father-in-law.

"Extended family" as used herein shall include step-parents, sister-in-law, brother-in-law, step-sisters, step-brothers, grandparents, grandchildren, step-grandparents, step-grandchildren and legal guardian relationships.

All such bereavement leave must be taken within seven (7) calendar days after the death, or it is waived.

Should an employee require additional time off from work in connection with the death, the employee may request to use floating holidays or vacation time. Such requests shall not unreasonably be withheld.

A death certificate or other proof of death shall be submitted to the Employer, upon request.

An employee shall not be entitled to bereavement leave if, at the time of death, the employee is on a vacation, holiday, any other leave of absence, layoff, workers compensation or otherwise is not actively at work for the Employer.

ARTICLE ____ . HEALTH AND WELFARE BENEFITS

In accordance with the PU & D Operational Supplement, the Company will continue to participate in the current health plans and will contribute 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 ____ . PENSIONS

In accordance with the PU & D Operational Supplement, the Company will continue to participate in the current pension plans and will contribute 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 ____ . RAIN GEAR, APRONS, GLOVES, AND YARD LIGHTS

Terminal yardmen and hostlers shall be provided with rain gear including rubber gloves. Any employee physically handling, in substantial quantities, hides, creosoted items, spun glass, lamp black, barbed wire or acids, shall be provided with rubber or leather aprons and gloves.

Employees handling toxic material shall also be furnished with respirator masks and rubber gloves. Employees working in or around posted areas of aircraft shall be furnished with protective ear devices.

Employee may be compelled to use equipment other than his Employer's, provided that an employee will not be compelled to use unsafe equipment of another employer.

The Employer shall provide adequate yard lighting at all terminals in accordance with the Industrial Code in the area.

ARTICLE __. WAGES

1. The following increases for full-time employees shall take effect on the dates shown:

Effective April 1, 2008	35 cents per hour
Effective October 1, 2008	35 cents per hour
Effective April 1, 2009	40 cents per hour
Effective April 1, 2010	45 cents per hour
Effective April 1, 2011	40 cents per hour
Effective October 1, 2011	45 cents per hour
Effective April 1, 2012	45 cents per hour
Effective October 1, 2012	50 cents per hour

2. The following increases for part-time employees on the seniority list as of April 1, ____ shall take effect on the dates shown:

Effective April 1, 2008	35 cents per hour
Effective April 1, 2009	20 cents per hour
Effective April 1, 2010	22.5 cents per hour
Effective April 1, 2011	42.5 cents per hour
Effective April 1, 2012	47.5 cents per hour

3. Rates of pay for part-time employees hired after April 1, ____ shall be as follows.

- (a) If the new part-time employee is required by law or trust agreement to have health and welfare and/or pension benefit contributions, the following wage progression applies:

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

- (b) If the new part-time employee is not required to have health and welfare and pension benefit contributions, the following wage progression applies:

New Hire	\$12.00/hour
After 12 months	\$12.20/hour
After 24 months	\$12.425/hour
After 36 months	\$12.85/hour
After 48 months	\$13.325/hour

ARTICLE __. WORKDAY AND WORKWEEK

Section 1.

Start times and classifications will be posted for bid. Ten percent (10%) positions will be subject to bid by seniority to the entire seniority list subject to qualifications. Ten percent employees will be subject to all terms and conditions of the 10% non-guaranteed bid position. It is agreed that the (40) forty-hour workweek need not apply to (10%) ten percent of the regular employees with a minimum of one, other than red-circled employees.

The order of call for Saturday and Sunday work shall be as set forth in Article __, Section 1 (“Hours of Work, Work Day, Work Week, Overtime, and Scheduling”) of the National Agreement.

However, a regular employee who does not report as scheduled, except in the case of an on-the-job injury, bonafide illness or accident, jury duty, or attendance at a funeral compensable under provisions of this contract, shall have broken his/her weekly guarantee and shall be eligible for Saturday, Sunday and holiday work only after utilization of those regular junior employees who have worked their scheduled workweek.

Utilization of part time employees will not be effected by the provisions of this Section.

Section 2.

When possible, the Employer will set up 10% employees by seniority order for available vacancies the following week by the end of their shift the preceeding Friday. Daily vacancies will be offered by seniority order either the day preceeding when possible or when available.

10% employees must make themselves available any five (5) days Monday through Friday or the equivalency of forty (40) hours from 4:00 a.m. until 11:00 a.m.

Any employee that may not have a telephone would be required to call his supervision staff at 8:00 a.m. and 10:00 a.m. for possible work opportunity.

Section 3.

Proper order of call will be in compliance with the pick-up and delivery operational supplement. Any work opportunity calls must be verifiable.

Section 4. Work in Other Classifications

When an employee is requested to do work in a higher rate classification, he shall receive the higher rate of pay for the entire day in which such work is performed. When an employee is requested to work in a lower rate classification, he shall receive his regular rate of pay for all such lower rate work performed.

Section 5.

In the event the Employers under the jurisdiction of the Local Union party hereto should contract work under the jurisdiction of another Local Union, or if employees work under another agreement between the Employer and the Local Union, and the rate of pay established by such other Local Union or agreement is higher than the rate of pay prevailing in this Agreement, the higher rate of pay shall prevail for such work actually performed.

ARTICLE __. SICK LEAVE

Effective April 1, ____, and thereafter all full-time employees and part-time employees on the seniority list on April 1, ____, shall receive five (5) days of sick leave per contract year.

Sick leave not used by March 31st of any contract year will be paid on March 31st at the applicable hourly rate in existence on that date. Each day of sick leave shall be paid for on the basis of eight (8) hours' straight-time pay at the applicable hourly rate.

Sick leave will be paid to eligible employees beginning on the first (1st) day of absence due to sickness or accident except where the employee is hospitalized prior to that date when it will be paid beginning on the date of hospitalization.

ARTICLE __. WORKERS COMPENSATION

Refer to Article 11 of the National Agreement (“Workers Compensation”).

ARTICLE __. PARKING TICKETS

The Employer shall pay for all parking tickets reasonably incurred by employees in the performance of work duties.

ARTICLE __. SPECIAL LICENSES, IDENTIFICATION, AND PASSES

Refer to Article 23 of the National Agreement (“Special Licenses and Drug/Alcohol Testing”).

ARTICLE __. FLIGHT PRIVILEGES

If the Employer offers flight privileges to employees those privileges shall be consistent and made available to bargaining unit employees covered by this Agreement.

Employees who use such privileges shall follow all of the Company’s and the carrier’s rules and restrictions, including dress, amount of luggage, behavior and conduct. Any employee who violates this policy shall have his/her privileges revoked. Any such revocation of these privileges are not subject to the Grievance Procedure.

ARTICLE __. TERMINATION CLAUSE

The term of this Local Supplement is subject to and controlled by all of the provisions of Article 28 of the National Agreement (“Duration”) between the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this _____ day of _____.

COMPANY

UNION

BY _____
TITLE

BY _____
TITLE