

**New England Pick-Up and Delivery Regional Supplement**  
**Effective**  
**April 1, 2008 to March 31, 2013**

New England PU&D Regional Supplement – Draft  
The parties reserve the right to correct inadvertent errors and omissions.

**New England Supplemental  
Agreement  
Local Unions:  
25, 170, 493 & 671  
and  
DHL EXPRESS (USA, INC.)**

**For the Period:  
April 1, 2008  
May 31, \_\_\_\_\_**

DHL EXPRESS (USA) INC., hereinafter referred to as the EMPLOYER,

and

LOCAL UNION Nos.25, 170, 493 and 671, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the UNION, agree to be bound by the terms and provisions of this Agreement.

This Supplemental Agreement is supplemental to and becomes a part of the DHL EXPRESS (USA, INC.) Agreement and the pick-up and delivery Operational Supplement, hereinafter referred to as the "Master Agreement" for the period commencing April 1, 2008.

Any Supplement condition, language or benefit contained herein shall supersede the National Agreement or Pick-Up and Delivery Operational Supplement.

**ARTICLE 40. SCOPE OF AGREEMENT**

**Section 1. Operations Covered**

The execution of this Supplemental Agreement on the part, of the Employer shall continue to cover all over-the-road and local operations of the Employer within, into and out of the area and territory it has historically covered.

All operations and work covered herein shall be performed exclusively by employees covered by this Agreement.

## **Section 2. Employees Covered**

(a) Employees covered by this Agreement shall be construed to mean, but not limited to, any driver, chauffeur or driver helper operating a truck, tractor, motorcycle, passenger or horsedrawn vehicle, or any other vehicle operated on the highways, street or private road, for transportation purposes when used to defeat the purpose of this Agreement. The term employees also includes, but is not limited to, all employees used in dock work, switching, checking, drag lines, stacking, loading, unloading, handling, shipping, receiving and assembling.

(b) Over-the-road employees shall be any driver, chauffeur, or driver-helper operating a truck or tractor, or any other vehicle, for line haul transportation purposes, between the terminal areas and overhead drivers as defined herein.

(c) Rigging work covered by this Agreement shall be any work in which the trucks, tools and equipment of the Employer, such as chain falls, cable or rope falls, rolls, jacks, blocking, dollies, steel and wood skids and any other equipment, including mobile cranes, winches, fork lift trucks and all other power units, are used by the Employer in the rigging craft, and further including the loading and unloading of materials at railroads and all other shipping and receiving facilities.

(d) Supervisory personnel of the Employer shall be restricted from performing the work which is recognized as the work of employees covered by this Agreement except as otherwise provided in this Agreement.

## **Section 3. Notice of Opening and Closing Terminals**

1. 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:

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

6 (a). 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.

7. 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

8. 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.

8 (a). 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.

9. 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.

10. 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).

10(a). 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.

10(b). 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.

11. 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.

#### **Section 4. Hired or Leased Equipment**

In all cases hired or leased equipment shall be operated by a bargaining unit employee of the Employer. The Employer expressly reserves the right to control the manner, means and details of, and by which the owner-operator performs his service, as well as the ends to be accomplished.

#### **Section 5. Subcontracting**

Within ninety (90) days of ratification, the Employer will discontinue use of the FBO and bargaining unit employees will perform the work formerly performed by the FBO.

### **ARTICLE 41. STEWARDS - APPOINTMENTS AND DUTIES**

The Employer recognizes the right of the Union to designate job stewards and alternates for each terminal from the Employer's seniority list, but no more than one in each classification. The authority of job stewards and alternates so designated by the Union shall be limited to, and shall

not exceed the following duties and activities:

1. The investigation and presentation of grievances to his Employer, or the designated company representative in accordance with the provisions of this collective bargaining agreement;
2. The collection of dues when authorized by appropriate Local Union official;
3. The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information:
  - (a) have been reduced to writing, or
  - (b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns or refusals to handle goods.
  - (c) Failure on the part of the Employer to allow stewards sufficient time to perform his or her duties as outlined above or harassment by either party, shall be subject to the grievance machinery.

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

The Union Steward shall be accorded Super Seniority with respect to terms and conditions of employment for layoff and recall purposes only, and in other situations that assure the Steward greater accessibility to co-workers to genuinely assist him to perform his functions as a Steward which will be to the benefit of co-workers.

## **ARTICLE 42. ABSENCE**

### **Section 1. Time Off for Union Activities**

The Employer agrees to grant the necessary and reasonable time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity or other official Union business, provided forty-eight (48) hours' written notice is given to the Employer by the Union, specifying length of time off. The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of men affected in order that there shall be no disruption of the Employer's operation due to lack of available employees.

### **Section 2. Leave of Absence**

Any employee desiring leave of absence from his employment shall secure written permission from both the Local Union and Employer. The maximum leave of absence shall be for thirty (30) days and may be extended for like periods. Permission for extension must be secured from both the Local Union and Employer in writing. During the period of absence, the employee shall not

engage in gainful employment. Failure to comply with this provision shall result in the complete loss of seniority rights for the employees involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights.

## **ARTICLE 43. SENIORITY**

### **Section 1.**

(a) Seniority for employees governed by this Agreement shall be defined as the period of employment with the Employer in the work covered by this Agreement, at the terminal (or terminals) within the jurisdiction of the Local Union(s). It shall be deemed to include any seniority presently held by an employee through agreement between the Employer and the Local Union prior to this Agreement. Where the current practice of a Master Seniority List exists, it will continue in effect for the duration of this Agreement.

### **Probationary Employees**

(b) (1) All new employees shall be hired on a thirty (30) calendar days' trial basis and shall work under the provisions of this Agreement, within which time they may be dismissed without protest by the Union. However, the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members. After thirty (30) days' trial period they shall be placed on the seniority list as regular employees in accordance with their date of hire, provided, however, that an employee must work a minimum of ninety-six (96) hours during his thirty days' trial period.

In case of discipline within the thirty (30) day period, the Employer shall notify the Local Union in writing.

(2) During the probationary period, the employee may be terminated without further recourse; provided, however, that the Employer may not terminate the employee for the purpose of evading the Agreement or discriminating against Union members. 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 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.

(3) 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 for all hours worked retroactive to the first day worked in such period.

All new (probationary, casual, etc.) shall start only on established starting times on the working schedule except as a replacement for absenteeism or sickness or for the purpose of making

pickups only.

An employee who so qualifies for seniority status shall have his seniority date revert back to his first day worked within the thirty (30) days probationary period.

### **Casual Employees**

A. 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 shall not be discriminated against for future employment. 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.

B. 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.

C. 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.

D. A monthly list of all extra (e.g., laid-off), casual (supplemental or replacement) and/or probationary employees used during that month shall be submitted to the Local Unions by the tenth (10th) day of the following month. Such list shall show:

- (a) The employee's name, address, and Social Security number;
- (b) The dates worked;
- (c) The classification of work performed each day, and the hours worked;
- (d) The name, if applicable, of the employee replaced. This list shall be compiled on a daily basis, and shall be available for inspection by a Union representative and/or shop steward.

### **Regular Employees**

Preference shall be given to regular employees older in service and in order of their terminal seniority to the work available, provided that such employees are available at such time as the work is assigned and are qualified to perform the work required. Master seniority shall be



utilized for annual bids, layoff, recall and to fill new positions.

Regular employees in order of their terminal seniority shall have preference:

- (1) In selection of starting times and assignment from the working schedule.
- (2) In filling of vacancies and job opportunities in the working schedule.
- (3) To work opportunity in the event of layoff for lack of work (by master seniority). Full time seniority employees who are laid off shall be afforded the opportunity, in seniority order, to work ahead of casual employees. Further, full-time employees on lay-off may bump more junior part-time employees and permanently fill one (1) or two (2) part-time shifts. Employees will perform such work at their current rate of pay.
- (4) In recall to work after layoff.
- (5) In selection of vacations from the vacation schedule.
- (6) Seniority does not give an employee the right to choose any specific unit or load.
- (7) In those instances where unassigned local cartage drivers start at the same time, window seniority shall prevail in terms of their selection of loads, which the Employer has determined are scheduled for departure at the time. It is understood that a driver's choice shall be based on P & D territory only. It is further understood that load composition and/or equipment shall not be a factor in the selection process.

A full-time position will be created from a part-time position when a part-time bargaining unit employee works 108 or more hours in a calendar month, excluding the months of October, November and December.

(e) Within three (3) months following the ratification of this Agreement, and every January 1 thereafter (to be implemented February 1), the Employer shall post for bid all available courier and driver positions at each terminal covered by the terms of this Operational Supplement. Ninety per cent (90%) of such posted positions shall be posted as routes, including geographical descriptions (rough boundaries), scheduled start times and normal workdays. A regular established starting time is defined as not varying by more than one (1) hour, and such variance shall not occur more than one (1) day per workweek as set forth on bid. The remaining bid positions at each terminal covered by this Operational Supplement shall be posted as open bids. Employees covered by the terms of this Operational Supplement will bid on available routes in their terminal in order of terminal seniority, and the bid will be completed within four (4) weeks of its posting at the terminal in question. The Company may, at its discretion, have bids semi-annually in order to address operational needs.

A route permanently vacated or newly established shall be posted within five (5) days for five (5) working days, during which time couriers shall be afforded the opportunity to bid such vacated or new routes based on terminal seniority. The successful bidder shall be the most senior qualified courier and shall be awarded the posted vacancy or new route the Monday following the expiration of the five (5) day posting period. A permanent vacancy shall include a route covering

an area that is delivered five fully scheduled days a week for a thirty (30) day period, except for routes established during peak.

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 forty (40) hour workweek need not apply to ten percent (10%) of the regular employees with a minimum of one, other than red-circled employees.

However, a regular employee who does not report as scheduled, except in the case of an on-the-job injury, bona fide 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.

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 preceding Friday. Daily vacancies will be offered by seniority order either the day preceding when possible or when available.

When vacancies occur, the first two openings shall be bid among employees with less seniority than the employee (if any) vacating the route ("bump and roll"), thereafter the next most senior eligible employee may fill the vacancy and the junior employee must fill the final resulting vacancy.

When a courier's route is split and a new route is created, the affected courier shall be allowed to select either of the resulting routes. If necessary to maintain the 90%/10% split set forth above, the Employer shall fill that route and any resulting vacancy in the same manner as a permanently vacated route.

When a courier's assigned route is permanently changed by fifty percent (50%) or more of its delivery stops, said courier shall have the right to follow the major portion of the original delivery route. When more than one (1) courier's route is affected, those affected couriers shall be afforded the opportunity amongst themselves to bid the routes affected in accordance with their terminal seniority.

Subject to the foregoing, the Employer retains the right to modify routes in order to ensure timely and efficient operations.

It being understood that no employee shall be required to work in excess of (consistent with his business requirements) ten (10) hours after returning from one tour of duty whether it be by driving or a combination of driving and dock work, provided the involved employee notifies his superior at the start of his work day, emergencies excluded. Such request shall not be abused and will not be unreasonably withheld. Current area practices shall continue with regard to break

periods. There shall be no layoff to evade the provisions of this Agreement relating to scheduling and starting time. [No change in any assignment or reporting time under the schedule, shall be made by the Employer without the consent of the Union, except for emergency or Act of God. The schedule, when changed and agreed upon, shall be posted by the Employer on Monday to become effective the following Monday. The requirement of Union "consent" does not mean the Union may arbitrarily or capriciously refuse to recognize the Employer's need to operate an efficient business and in doing so recognize his need to increase or decrease the number of employees, which may necessitate the changing of schedules and starting time.

The Employer and the Union may agree to have 4-10 hour bids, which shall be consecutive, Monday-Thursday or Tuesday-Friday.

All 4-10 hour bid employees shall be guaranteed a 40 hour week regardless of seniority. Employees working a 4-10 hour bid shall receive holiday pay equal to ten (10) hours. If required to work on a 5th day during any week, the employees shall be compensated at the time and one-half rate of pay for all hours worked. Any employee on the seniority list as of the effective date of this Agreement, shall not be forced on a 4-10 hour bid.

Any employee senior to a 4-10 hour bid man, not receiving more than three (3) days work in a week, due to layoff, may bump the most junior 4-10 hour bid man the following payroll period. Notification of intention to bump must be made known to the Employer no later than noon on Friday, preceding the next payroll period. It is understood that the employee that bumps into a 4-10 hour bid must remain on said bid until such time as he is displaced by layoff or rebid.

(f) Regular employees in the order of their seniority shall have the right to select their reporting times and assignments from the schedule, and to hold such assignments unless displaced by a change in schedule or by layoff for lack of work.

(g) Sunday and Saturday work shall be apportioned among the regular full-time employees in the manner determined by the Local Union and the Employer.

Saturday and Sunday full-time work opportunities will be offered in order of terminal seniority.

A regular employee who does not report as scheduled, except in the case of an on-the-job injury, bona fide illness or accident, jury duty, or attendance at a funeral compensable under provisions of this contract, shall have broken his/her weekly guarantee.

(h) An employee called to work before his regular scheduled report time shall not be required to take time off to compensate therefore.

(i) An Act of God may exist if severe weather conditions exist at a terminal proper; or within the general geographical area served by a Local Cartage terminal.

A terminal must declare an Act of God emergency uniformly by shift cancellations, until such time as the Act of God emergency is revoked.

Full-time employees working while the Act of God is invoked are subject to the eight (8) hour guarantee. Part-time employees working while the Act of God is invoked are subject to the three (3) hour guarantee.

Work opportunities during the Act of God emergency must be offered in seniority order providing the employee will protect his next regularly scheduled starting time once the Act of God has been canceled.

Upon revocation of the Act of God emergency employees will be recalled uniformly by shift or will report as scheduled at their assigned starting times.

An employee shall be notified of a layoff at the end of his tour of duty, except for an Act of God, fire or utility failure. In the event of layoff, the most junior employee shall be the first laid off and rehiring shall be in inverse order of seniority.

#### **Section 4. Loss of Seniority**

(a) Seniority shall be broken only by:

1. Discharge
2. Voluntary Quit
3. Failure to respond to a notice of recall as specified in Section 1 (j) of this Article for regular work seven (7) consecutive days after receiving notice, or by mutual agreement.
4. Unauthorized leave of absence.
5. Unauthorized failure to report for work for three (3) consecutive days when working and on seniority list.
6. Retirement.

(b) Any employee who is absent because of proven illness or injury shall maintain his seniority.

### **ARTICLE 44. OTHER BUSINESS, ETC.**

#### **Section 1. New Equipment and/or Operations**

The Employer agrees to provide 2 wheeled hand trucks to drivers as operational needs dictate.

If the Employer wishes to put into use any type of equipment and/or operations or jobs for which rates of pay are not established by this Agreement, such equipment, operations or job shall not be put into force until the use of such equipment, operation or job and the rate of pay shall have been established by the negotiating committees between the parties; provided, however, the Employer may put into use such equipment, operation or job on a trial basis with a tentative rate agreed upon in advance.

## **ARTICLE 45. THE NEW ENGLAND JOINT AREA COMMITTEE**

The Employer and the Union agree to an expedited arbitration process for discharge and suspension cases. The parties shall memorialize the current process, rules and procedures.

## **ARTICLE 46. EASTERN REGION AND NATIONAL GRIEVANCE COMMITTEE**

### **Section 1. Definition**

A “grievance” is defined as any complaint or dispute arising under and during the term of this Agreement raised by the employee or Union against the Employer involving an alleged violation, misinterpretation or misapplication of a provision of this Agreement. All such disputes shall be adjusted and settled solely and exclusively in accordance with the procedures set forth in this Article.

### **Section 2. Procedure**

*Step 1* – With regard to disciplinary matter, a grievance must be filed within ten (10) calendar days of the receipt of discipline. With regard to all other matters, a grievance must be filed within thirty (30) calendar days of when the Union or affected employee(s) should have become aware of the events giving rise to the dispute. The grievance shall be reduced to writing and presented to the Facility Manager or his designee. The Steward, employee(s) involved and the Facility Manager or his designee(s) shall meet within ten (10) calendar days after the grievance is presented to attempt to resolve it. The Facility Manager or his designee shall provide a written answer to the Steward within ten (10) calendar days of such meeting.

*Step 2* – If the grievance is not resolved at Step 1, then the grievance automatically moves to Step 2. The Facility Manager and a Business Agent of the Local Union shall meet and attempt to resolve the grievance. The Facility Manager or his designee shall provide a written answer to the Business Agent within ten (10) calendar days of such meeting.

*Step 3* – Any grievance unresolved at Step 2 will be docketed to the appropriate Regional Joint Grievance Committee within ten (10) calendar days of receipt of the Step 2 answer. However, Local Unions shall have the option of electing to have a state panel. Such election shall be binding on the Local Union for the duration of this Agreement. In staffing any state panel under this provision, the Employer shall have the option of utilizing MCLAC or DHL management from outside the region for its side of the panel. The Regional Joint Grievance Committee shall be composed of two members designated by the Company and two members designated by the Union, which shall not include any Union designee or representative from the Local Union involved in the dispute or Company designee or representative from the local operations involved in the dispute. The Union shall be entitled to one postponement by right, and the Company shall

be entitled to a postponement only with the mutual agreement of the Union. The Regional Joint Grievance Committee shall consider all grievances at its next quarterly meeting which are docketed at least ten (10) calendar days prior to the next quarterly meeting. Grievances may be resolved at the Regional Joint Grievance Committee level only by a majority of the members of the committee, and the resolution of any grievance by the Regional Joint Grievance Committee shall be final and binding on the Company, Union and employees. Decisions of the Regional Joint Grievance Committee shall be rendered at the time of the meeting, reduced to writing and signed by members of the Committee who participated in the deliberations and decision-making, and issued within ten (10) calendar days following the meeting at which the grievance was considered. If a majority of the members of the Regional Joint Grievance Committee are unable to reach agreement on the resolution of the grievance, it shall be considered deadlocked. Regional Joint Grievance Committee meetings shall be heard in the same locations and days where the Freight hearings are held. Records of the Regional Joint Grievance Committee hearings shall be comprised of a written transcript and exhibits. The Rules and Procedures of the Regional Joint Grievance Committee will be established by the National Grievance Committee within 60 days of the effective date of this agreement.

**Step 4** – If a grievance is deadlocked at Step 3, it will be advanced to the National Grievance Committee. The National Grievance Committee shall consist of an equal number, but no more than four (4), representatives from each party. The National Grievance Committee shall meet quarterly. Any grievance referred to the National Grievance Committee at least ten (10) calendar days before the next quarterly meeting will be considered at such meeting. The deadline for the National Grievance Committee to issue a written decision shall be thirty (30) calendar days after it meets on a case. Grievances can be resolved at Step 4 only by majority decision of the National Grievance Committee in a written decision signed by members of the National Grievance Committee. A decision of the National Grievance Committee shall be final and binding on the Company and Union.

### **Section 3. Arbitration**

A mutually agreed upon arbitrator shall be present with the National Grievance Committee when it considers its cases. If the National Grievance Committee cannot reach a decision, either party may immediately refer the matter to the neutral arbitrator who shall make the decision. The arbitrator shall issue a concise decision on the underlying grievance by bench decision on the date on which the National Grievance Committee considered the matter. The record before the National Grievance Committee shall consist only of the transcript and exhibits from earlier Steps. The fees and expenses of the arbitrator, as well as hearing room and transcript costs, shall be borne by the Company. Each party shall be responsible for any costs associated with their representatives.

The parties shall agree to a panel of five (5) permanent arbitrators, who will rotate quarterly in the hearing of cases arising under this Agreement. Prior to the first meeting the National Grievance Committee shall agree upon the list of standing arbitrators, as well as the procedure for replacing an arbitrator who is no longer available during the term of this Agreement.

Attorneys, other than full-time employees of the Union or Company and who are not employed in their capacities as attorneys, will not be permitted to attend or participate in any step of the grievance/arbitration procedure.

#### **Section 4. Advance Level Filing in the Case of National Disputes**

If the parties agree that a timely-filed grievance involves a dispute over the interpretation or application of this National Agreement or any of its Operational Supplements that is not simply local in nature, but involves or could involve more than one facility or Local Union, then the parties may mutually agree to advance the grievance directly to Step 3 so that the appropriate record can be made. Upon completion of the record, the matter will proceed directly to Step 4 (including arbitration if necessary). The Parties agree that the grievance will be presented at the Joint Regional Grievance Committee solely for the purpose of developing the record and a transcript for the National Grievance Committee.

#### **Section 5. Grievant's Bill of Rights**

All employees who file grievances are entitled to have their cases decided fairly and promptly. In order to satisfy these objectives and promote confidence in the integrity of the grievance procedures, all employees who file grievances are entitled to the following rights:

1. A Grievant may attend a Step 1 meeting without loss of pay if it is held during the Grievant's regularly scheduled work hours.
2. Grievants and local stewards shall be informed by their Local Union of the time and place of any Step 3 Regional Joint Grievance Committee hearings in which they are involved.
3. Grievants and local stewards are permitted to attend, at their own expense and on their own time, the hearing at Step 3 before the Regional Joint Grievance Committee in cases in which they are involved.
4. The Employer shall provide any information relevant to a grievance containing specific factual allegations within fifteen (15) calendar days of receipt of a written request by the Local Union, steward or grievant. The Local Union or grievant shall provide any information relevant to such a grievance within fifteen (15) calendar days of receipt of a written request by the Employer.
5. All cases heard at Step 3 before the Regional Joint Grievance Committee (or at the National Grievance Committee under Section of this Article) shall be transcribed by a certified court reporter or otherwise reliably recorded, except for executive sessions. Transcriptions of those proceedings shall be prepared in response to a written request by the Local Union at the reasonable cost of

**Comment [G1]:** Fill in relevant section.

transcription. No recording devices shall be used in any Regional Joint Grievance Committee hearing except as specifically authorized under the Rules of Procedure of the Regional Joint Grievance Committee or by mutual consent of the co-chairpersons.

6. A grievant or steward may request permission to present evidence or argument in support of their case to the Regional Joint Grievance Committee in addition to the evidence or argument presented by the Local Union.
7. The Regional Joint Grievance Committee shall, upon request, issue a copy of the grievance decision or transcript pages containing the hearing proceedings and the decision to the grievant and/or a Local Union.
8. A copy of the Rules of Procedure of the Regional Joint Grievance Committee, including the Grievant's Bill of Rights, shall be provided, upon request, to the grievant prior to the commencement of the grievance hearing before the Regional Joint Grievance Committee.

### **Section 6. Time Limit for Filing**

A grievance shall be considered waived if not filed within the time limits set forth in this Agreement. The parties may by mutual written agreement extend any of the time limits set forth in this Article.

### **Section 7. Authority of Arbitrator**

The decision of the arbitrator on any matter which shall have been submitted in accordance with the provisions of this Agreement shall be final and binding on the Employer, Union and the employees, and the decision of the Union not to proceed to arbitration shall also be binding on the employees. The arbitrator shall have no authority to add to, subtract from or otherwise alter the provisions of this Agreement.

In the event the Employer fails to comply with a decision rendered by a grievance committee, the Local Union shall give the Employer a seventy-two (72) hour (excluding Saturday, Sunday and holidays) prior written notice of the Local Union's authorization of strike action, which notice shall specify the basis for the compliance failure. If the Employer believes that it is in compliance or that there is a clarification needed in order to comply, the matter of compliance and/or clarification shall be submitted to the grievance committee that decided the case. The question of compliance or clarification shall be determined by the grievance committee within forty-eight (48) hours after receipt of the Employer request. The forty-eight (48) hour period for the grievance committee to determine the question of compliance or clarification shall run concurrently with the seventy-two (72) hour notice prior to a strike. The grievance committee may meet telephonically to consider and decide questions of compliance or clarification.



## **Section 8. Timely Payment of Grievances**

All monetary grievances that have been resolved either by decision or through settlement shall be paid within twenty-one (21) calendar days of formal notification of the decision or date of settlement. If the Employer fails to pay a monetary grievance in accordance with this Section, the Employer shall pay as liquidated damages to each affected grievant eight (8) hours straight time pay for each day the Employer delays payment, commencing the date the grievant(s) notified the Employer of such non-payment.

## **ARTICLE 47. DISCHARGE AND SUSPENSION**

The Employer shall not discharge nor suspend any employee with-out just cause, but in respect to discharge or suspension shall give at least one (1) warning notice of the complaint against such employee to the employee, in writing, and a copy of the same to the Union affected, except that no warning notice need be given to an employee before he is discharged if the cause of such discharge is dishonesty or drunkenness, or recklessness resulting in serious accident while on duty, or the carrying of unauthorized passengers, failure to report a known accident, or illegal drug induced intoxication as outlined in Article 35, Section 3 of the Master Agreement. The warning notice as herein provided shall not remain in effect for a period of more than nine (9) months from date of said warning notice. Discharge must be by proper written notice to the employee and the Union affected. [Any employee may request an investigation as to his discharge or suspension. Should such investigation prove that an injustice has been done an employee, he shall be reinstated. The New England Joint Area Committee shall have the authority to order full, partial or no compensation for time lost. Appeal from discharge, suspension, or warning notice must be taken within ten (10) days by written notice, and a decision reached within thirty (30) days from the date of discharge, suspension or warning notice. If the employee involved is not within the home terminal area when the action of discharge, suspension or warning notice is taken, the ten (10) day period will start from the date of his return to the home terminal. If no decision has been rendered on the appeal within thirty (30) days the case shall then be taken up as provided for in Article 46 of this Agreement.

Any employee discharged away from his home terminal shall be provided the fastest available transportation to his home terminal at the Employer's expense.

The Local Union and the Employer agree all warning letters shall be considered as being automatically protested.

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

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

#### **ARTICLE 48. PAYROLL PERIOD**

The payroll period shall be run from Sunday to Saturday inclusive with pay day not later than Friday noon of the next week. Each employee shall be provided with a statement of gross earnings and an itemized statement of deductions made for any purpose each week. When the regular pay day occurs on a holiday or day celebrated as such, the Employer may pay the employees on the regular work day immediately preceding the holiday, but in no event later than Friday.

Regular employees scheduled on a Sunday start shall receive their pay by the end of their regularly scheduled work week.

#### **ARTICLE 49. SUNDAYS AND HOLIDAYS**

The 8-hours pay provisions set forth in Article 49 apply to part-time employees on the seniority list as of the date of ratification of this Agreement and all full-time employees. New part-time employees shall receive 4 hours’ pay under Article 49.

(a) (1) The following shall be recognized as paid holidays and all regular employees shall be paid eight hours' straight time pay therefore: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day, December 24<sup>th</sup>, and Christmas Day, irrespective of the dates on which the above-named holidays fall.

(2) In addition there shall be two (2) personal holidays which may be the Employee's Birthday or any other day mutually agreed to. It will be incumbent upon the employee to request such holidays from his Employer at least seven (7) days prior to said holiday. However, Road Drivers may elect to accept eight (8) hours' pay in lieu of such personal holiday. An employee after electing the holiday, or eight (8) hours pay in lieu of the holiday, shall have no recourse. All conditions in Article 49 relating to holidays shall apply, except that all regular employees hired after April 1, 1988, must work a minimum of ninety (90) days in order to qualify for the two (2) personal holidays.

(b) Regular employees shall be paid for each recognized holiday, or the day celebrated as such, irrespective of what day of the week the holiday falls, on the basis of eight (8) hours at their straight time rate, provided they work any day during the payroll period. Any regular employee laid off for lack of work shall not be deprived of his holiday pay if the layoff does not exceed

thirty (30) days duration. Regular employees required to work on any such days shall be paid the applicable premium rate in addition to the holiday pay.

(c) Probationary employees who work three (3) days during the payroll period in which a holiday occurs shall be paid for such holiday on the same basis as regular employees.

(d) The applicable minimum rate for work performed on Sundays or holidays, as such, shall be one and one-half (1-1/2) times the normal rate as shown in the Wage Rate Schedule herein for the first eight (8) hours work, which shall be a guarantee. Work performed after eight (8) hours on those days shall be paid for at one and one-half (1-1/2) times the applicable premium rate.

(e) Employees on night work whose regular work begins on a Sunday or holiday evening, or ends on a Sunday or holiday morning, shall be given either the night before or the night after off, for their Sunday or holiday, in accordance with the Work Schedule. Regular employees shall not be deprived of their sixth punch by the use of extra help. Except in cases specifically agreed upon between the Employer and the Union, work on a night shift shall be treated as being performed on the day on which the shift ends. The holiday night shall not be staggered by the splitting of a single shift.

(f) If any of the above-named holidays occur when an employee is on vacation, he shall receive an extra day's pay in lieu of the holiday-.

(g) Personal holidays not utilized during the calendar year shall be paid out in January of the following year.

## **ARTICLE 50. VACATIONS**

Article 50 applies to part-time employees on the seniority list as of the date of ratification of this Agreement and all full-time employees.

(a) Regular employees who have been on the Employer's payroll for one (1) year and who have worked at least one hundred thirty-five (135) days during that year, including any absence resulting from the performance of duties under this Agreement, shall be entitled to one (1) week's vacation with pay in each year to be taken during the vacation period provided in subsection (f) hereof. The requirement of 135 days of employment applies only to the first year of employment. In subsequent years all employees must work a minimum of twenty-five (25) days to qualify for vacation. The above provision shall be waived for employees retiring as of January 1 of any year; provided notice is given to Employer in December of previous year.

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

All regular employees shall receive their vacation pay due them in advance on the basis of their

earnings for the previous calendar year ending December 31, one fifty-second (1/52nd) of their earnings for each week of vacation, but not less than forty (40) hours pay per week at the current hourly rate. Any employee who is discharged or who quits between January 1st and May 1st shall receive the vacation allowance due him for that year. The Employer agrees he will issue separate checks for employees' vacations.

(b) Employees with two (2) years or more service shall be entitled to two (2) weeks' vacation with pay in each year.

(c) Employees whose eighth (8th) anniversary date falls on or after April 1, 1991, shall be entitled to three (3) weeks of vacation with pay in each year.

(d) Employees with fifteen (15) years or more service shall be entitled to four (4) weeks' vacation with pay in each year.

(e) Employees with twenty (20) years or more of service shall be entitled to five (5) weeks' vacation with pay in each year.

(f) Employees with thirty (30) years or more of service shall be entitled to six (6) weeks' vacation with pay in each year effective January 1, 2004.

(g) Vacations must be taken between May 1 and October 31, unless otherwise mutually agreed to between the Employer and the Union, and any employee who has completed the required service before or within the vacation period shall be granted a vacation as provided herein. Notwithstanding the above, the fifth (5th) week and sixth (6th) week of vacation as provided in (e) and (f) above must be taken outside of the vacation period so stated, but must be taken in the calendar year in which it is earned unless otherwise mutually agreed to between the Employer and the Union.

During the vacation bidding period, those employees who have qualified for the third (3<sup>rd</sup>) week of vacation shall have the option of taking one (1) week of vacation in one (1) day increments. Employees electing to take one (1) day at a time shall be required to schedule each day in advance. The Employer may deny the request based on operational needs.

Vacation days taken one day at a time shall not be considered as time worked for the purpose of health, welfare and pensions guarantees.

(h) The minimum number of regular employees allowed on vacation during the vacation period of 5/1-10/31 shall be ten percent (10%) of the number of active employees on the seniority list, by classification, unless otherwise agreed to.

(i) The vacation schedule must be posted by the Employer not later than February 1st to allow employees in the order of their seniority to make their vacation selection. The schedule shall remain posted until March 1<sup>st</sup>, after which time it shall be taken down. Employees in the first 50% from the top of the seniority list must make their selection. The balance of board shall make their selection by March 31st. Any employee failing to make his selection during such periods shall be assigned to whatever vacation period may be open.

(j) Upon discharge by the Employer, or quit by the employee, earned vacation time and pay shall be included in all final wage payments. In case of death of an employee who is eligible for a

vacation, vacation pay due such an employee shall be paid to the employee's estate.

## **ARTICLE 51. MISCELLANEOUS**

### **Section 1. Accident Reports**

Any employee involved in any accident or cargo spill incident, involving any hazardous or potentially polluting product, shall immediately report said accident or spill incident and any physical injury sustained. When required by his/her Employer, the employee, before starting his/her next shift, shall make out an accident or incident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to the accident or incident. The employee shall receive a copy of the accident or incident report that he/she submits to his/her Employer. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

Such reports shall be made out on Company time.

### **Section 2. Court Appearances**

When an employee is required to appear in any court for the purpose of testifying, because of any accident he may have been involved in during working hours, such employee shall be reimbursed in full by the Employer for all earning opportunity lost because of such appearance. The Employer shall furnish the employee who is involved in an accident during working hours, with bail, bond and legal counsel, and shall pay in full for same. Said bail, bond and legal counsel shall remain assigned to the employee until all legal action in connection with said accident is concluded, provided the employee is not charged and convicted of criminal negligence. This Section shall not apply to employees who are found guilty of drunken driving when involved in an accident during working hours.

### **Section 3. Safety Violations**

Winter Safety Equipment-The Employer shall install heaters and defrosters or equipment required by law on all trucks and tractors.

### **Section 4. Examinations**

All examinations when required by the Employer and performed under his direction shall be paid for by the Employer. Employees, other than applicants, shall be paid for all time required to take all such examinations, not to exceed two (2) hours at the straight time hourly rate of pay. If a dispute develops between the Employer and the Union as to whether or not the employee is physically qualified to work, the Union and the Employer shall mutually agree to an impartial doctor, hospital, clinic, etc., for the purpose of resolving the physical qualifications of the

employee. All fees involved shall be borne by the Employer.

#### **Section 5. On-the-Job Claims**

The Employer agrees to cooperate toward the prompt disposition of employee on-the-job injury claims

#### **Section 6. Loss or Damage**

Employees shall not be charged for loss or damage unless clear proof of negligence is shown. This Section is not to be construed as permitting charges for loss or damage to equipment under any circumstances.

#### **Section 7. Access to Premises**

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

#### **Section 8. Injury on the Job**

When a regular employee is injured on the job, he shall be guaranteed eight (8) hours' pay for the day injured, provided he is instructed to cease work as a result of an injury, by the Employer or his physician. (If required to visit hospitals, clinics, doctors' offices or other places for treatment or diagnosis, during days he is working during working hours, he shall be paid for the time involved in travel and treatment with a guarantee of eight (8) hours, and if required to make such visit outside working hours, he shall be paid for the time involved in travel and treatment, but not more than two (2) hours at his normal straight time rate of pay.)

#### **Section 9.**

The Employer shall not hire full time employees who are gainfully employed elsewhere.

#### **Section 10. Other Equipment**

(a) The Employer shall not require, as a condition of continued employment, that an employee purchase a truck, tractor and/or tractor and trailer or other vehicular equipment.

(b) The Employer will not hire outside trucks except to supplement its own equipment when such equipment is in full use. When hired trucks are required, the men required to operate and work on them, irrespective of ownership shall be paid as employees of the Employer and shall be governed by the terms of this Agreement while so employed.

**Section 11.**

Terminal yardmen and hostlers shall be provided with rain gear. Any employee physically handling in substantial quantities, hides, creosoted items, spun glass, lamp black, barbed wire, and acids, shall be provided with rubber or leather aprons and gloves, not to exceed two (2) pair per calendar year, per yardman.

**Section 12.**

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

**Section 13.**

Citizen Band Radios shall be permitted, subject to reasonable Company rules and regulations.

**Section 14. Administrative Dues**

Each Local Union under this Supplement may, at its discretion, implement Administrative Dues as outlined below.

Effective 4/1/88 and continuing thereafter during the life of this Agreement and in accordance with the terms of an individual and voluntary written checkoff of membership dues in a form permitted by Section 302(c) of the Labor-Management Relations Act, the Employer agrees to deduct weekly from the wages of each employee covered by this Agreement who signs said authorization: Five cents (.05) per hour for each payroll hour worked or paid to said employee for a maximum of forty (40) hours during the week as Administrative Dues, provided that Administrative Dues shall not be deducted for those employees who are out on occupational or non-occupational injuries.

All monies collected for Administrative Dues by the Employer shall be held in trust by the Employer until paid to the Union. The Administrative Dues which are deducted shall be paid monthly by the tenth (10th) of the month following the month in which they were deducted.

**Section 15. Sick Leave**

Section 15 applies to part-time employees on the seniority list as of the date of ratification of this Agreement and all full-time employees.

Effective during the term of this Agreement, each regular employee shall be entitled to five (5)

days sick leave each year, in accordance with the rules and regulations applying to Article 38 of the NMFA, except that sick leave shall be paid effective the first day of such sickness, provided employees do not abuse the above provision.

## **ARTICLE 52. CLASSIFICATIONS**

### **Section 1. Employees Covered**

A. A driver/dockworker is an employee who performs all duties connected with the physical handling, delivering and pickup of shipments on the employer's and/or customer's dock as well as all airport locations that are presently or hereafter represented by the Union. This Agreement may be updated from time to time during the terms of this Agreement.

B. Except as otherwise set forth in the National Agreement, Operational Supplement or this Local Rider, all bargaining unit work shall be performed exclusively by unit personnel and not by supervisors, management or any other non-unit personnel.

## **ARTICLE 53. HOURS OF WORK AND OVERTIME**

### **Section 1.**

#### **A. Full-Time Employees**

All full-time employees covered by this Agreement 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.

Ninety per cent (90%) of the regular full-time employees on the active seniority roster at each of the Employer's facilities covered by this Operational Supplement at the time of ratification shall be guaranteed forty (40) hours per week and will be scheduled five (5) consecutive eight (8) hour days Monday through Friday. In any week in which paid holidays fall, the guaranteed workweek shall be reduced by eight (8) hours for each such holiday when such holidays fall within the scheduled workweek. A regular employee who does not report as scheduled, except in the case of an on-the-job injury, bona fide compensated illness or accident, jury duty, or attendance at a funeral compensable under Article \_\_\_\_, shall have broken his weekly guarantee.

Start times for full-time positions may be delayed by the Employer up to one (1) hour per day, based on operational need due to act of God provided the employee was notified by the end of the previous day's shift. Such delays shall not be abused or unreasonably declared.

#### **B. Part-Time**

The Employer may employ part-time personnel to fulfill its operational needs as set forth in



Article \_\_\_\_\_ (Job Bidding and Filling of Vacancies) of the Operational Supplement, subject to the terms and conditions set forth in this Agreement.

1. Utilization.

- (a) Part-time employees covered by the terms of this Operational Supplement shall be guaranteed three (3) hours per day, fifteen (15) hours work in each workweek. Saturday and Sunday will not include driving. In any week in which paid holidays fall, the guaranteed workweek shall be reduced by \_\_\_\_\_ hours for each such holiday when such holidays fall within the scheduled workweek.
- (b) Start times for part-time positions may be changed by the Employer up to two (2) hours per day, based on operational need. Such delays shall not be abused or unreasonably declared. The Company shall attempt to contact the employee with Union verification at least one (1) hour prior to his/her start time, provided, however, if the employee does not receive such notification, and reports to work, then the two (2) hour slide shall be reduced to one (1) hour and thirty (30) minutes.

**Section 2.**

Employees ordered to report for work before their starting time shall be guaranteed eight (8) hours work or pay in addition to the time worked before their starting time with time and one-half for all hours over eight (8). Full-time employees ordered to work after his regular starting time shall have his time revert back to his regular starting time.

**Section 3.**

(a) Any full-time employee who is called or reports as scheduled shall be guaranteed a minimum of eight (8) hours' work or pay.

(b) All employees required to report on Saturday, as such, shall be guaranteed a minimum of eight (8) hours' work at their applicable premium rate of time and one-half (1-1/2). Any time worked in excess of eight (8) hours on Saturday shall be paid for at one and one-half (1-1/2) times the applicable premium rate.

(c) All full-time employees required to work on a sixth report in a payroll period shall be guaranteed a minimum of eight (8) hours at their applicable premium rate of time and one-half (1-1/2). Any time worked in excess of eight (8) hours on those days shall be paid for at one and one-half (1-1/2) times the applicable premium rate, except as otherwise mutually agreed to by the Employer and the Local Union regarding replacements.

(d) Except for meal time, working time for all employees shall start when they are instructed to report and do report, at terminal or garage and shall continue until relieved from duty at same regardless of occupation. Employees shall be allowed time out for meals at the Employer's

directions which shall be either one (1) hour or one-half (1/2) hour and shall not begin until the employee has worked four (4) hours, but must begin before he has completed five (5) hours of work. However, the Employer agrees to establish a uniform practice as to all platform employees which shall remain in effect unless changed by the Employer not more than once in a thirty (30) day period.

Any employee who is ordered to work during any part of his one (1) hour or his one-half (1/2) hour meal period, whichever the case may be, shall be paid for the full meal period and shall be allowed and must take twenty (20) minutes to eat lunch and such time shall be considered as time worked. An employee who is ordered to work during any part of his one (1) hour meal period shall receive a minimum of nine (9) hours' pay on that day. An employee who is ordered to work during any part of his one-half (1/2) hour meal period shall receive a minimum of eight and one-half (8-1/2) hours' pay on that day.

#### **Section 4.**

(a) A daily time record shall be maintained by the Employer for all of his employees. Any Employer who employs five (5) or more employees shall have a time clock, and the employee's time shall be computed by the time clock on time cards. Employer with less than five (5) employees who does not have a time clock shall permit employees to keep their own time records.

(b) Each employee shall "punch in" his own time card at the start of the day, and "punch out" his own time card at the completion of the day's work at the Employer's place of business.

(c) Employees assigned to work and/or completing their work away from the Employer's place of business shall be exempt from punching in and out. In the event that any employee is ordered to report at, or leave his vehicle at, a different place than his usual starting point, such employee shall be paid transportation expenses back to his starting point. All such traveling time shall be considered as time worked.

### **ARTICLE 54. WAGES AND ALLOWANCES**

Increases as set forth in the PUD Operational Supplement.

Any employee working in a higher pay classification for any part of the day shall receive the higher rate of pay for the entire day.

### **ARTICLE 55. HEALTH AND WELFARE FUND**

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 56. PENSION FUND**

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 57. TERMINATION CLAUSE**

The term of this Supplemental Agreement shall be from April 1, 2008 to March 31, 2013.

## **SOUTHERN NEW ENGLAND TEAMSTER DHL NEGOTIATING COMMITTEE MEMORANDUM OF AGREEMENT**

Laid off employees shall be guaranteed forty (40) hours Health, Welfare and Pension contributions in accordance with Article 55 and Article 56 of the New England Supplemental Agreement, providing they are available for the next work call after having not been available for the first work call, providing all work calls are verified. In cases where work calls are received through an answering machine the Company agrees to leave a message outlining the work opportunity and time of the message. Laid off employees who refuse work will have broken their guarantee.

### **SIDE LETTER**

Current part time employees will be offered the opportunity for a full time position. Those part

time employees who do not accept a full time position will be red-circled and will continue to receive the same wage and fringe benefits they currently enjoy.

IN WITNESS WHEREOF the parties hereto have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2008 to be effective as of April 1, 2008 except as to those areas where it has been otherwise agreed between the parties:

NEGOTIATING COMMITTEE

*For the Local Unions:*

*For the Employer:*