

SUMMARY OF TENTATIVE LOCAL 249 OFFICE CLERICAL LOCAL RIDER

Effective April 1, 2017 to March 31, 2022

ARTICLE 21. RECOGNITION

This Agreement is entered into by and between DHL EXPRESS (USA), INC. (hereinafter the "Company", "Employer" or "DHL"), the Teamsters DHL National Negotiating Committee (hereinafter "TDHLNNC"), and LOCAL UNION 249, affiliated with THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS (hereinafter "Union" or "Local 249"). This Local Rider is supplemental to and becomes a part of the National Master DHL Agreement, hereinafter referred to as the "National Agreement" and the Office Clerical Operational Supplement, hereinafter referred to as the "Operational Supplement," for the period commencing **April 1, 2017** through **March 31, 2022**. This Local Rider shall not become effective unless and until it is ratified by the Employer's office clerical employees represented by Local 249 and approved in writing by the National Union Committee as provided in the National Agreement (Article 2, Scope of Agreement, Section 1, Scope and Approval of Local Supplements). T/A

Once this Local Rider becomes effective, it (together with the National Agreement and Operational Supplement) shall supersede, cancel and replace in its entirety the pre-existing collective bargaining agreement between the parties for the affected office clerical employees represented by Local 249.

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

ARTICLE 22. NON-UNIT EMPLOYEES

The union recognizes that supervisors and non-unit bargaining employees may be required due to the needs of the service to perform work normally performed by members of the bargaining unit, e.g. answering phones, sending FOCUS messages. However, the Company does not intend to have such instances deprive bargaining unit members of regular work nor for supervisors to be accretions to the bargaining unit, except in cases of vacations, personal days, tardiness, abnormal fluctuations in volume or emergencies and this is not intended to deprive additions to the workforce. Supervisors may perform bargaining unit work for the purpose of training employees, such training shall not exceed thirty (30) days. Supervisors may not perform bargaining unit work when any bargaining unit employee is on layoff.

Following ratification, the Employer may discontinue performing DIM/Re-Weigh functions within the jurisdiction of the Local Area Supplement and it shall not be a violation of this Agreement for such functions to be performed by non-unit personnel outside of the jurisdiction. However, all Dim/Reweigh functions that remain within the jurisdiction, for example processing non-conveyable material, will be performed by bargaining unit personnel. Any Dim/Reweigh work currently performed by the bargaining unit (including the IC work currently performed) that is moved out of the station and returns will continue to be Local 249 bargaining unit work. Further, the discontinuation of the DIM/Re-Weigh functions by bargaining unit personnel will not result in any layoff. TA

Any work in excess of one (1) hour on Saturday or Sunday, when the station is closed, shall be offered to employees, per call procedures of this agreement, at a minimum of four (4) hours at the applicable overtime rate of pay. Failure to notify regular employees will result in automatic payment to the senior employee at four (4) hours at the applicable overtime rate of pay.

ARTICLE 23. SENIORITY [NO CHANGE]

ARTICLE 24. GENERAL BID PROCEDURES AND POLICIES

1. A Master Seniority List will be maintained for the purposes of the aforementioned bid procedures, change of operations, reductions in workforce and/or layoff situations.
2. There will be an annual bid of both stations, open to all active employees on the Master Seniority List.
3. Management retains the right to conduct up to two (2) interim bids, during the year for operational needs. The interim bid, however, shall be open to all employees and no interim bids shall be permitted within 30 days of the effective date of the annual bid.
4. The Company may utilize weekend bids (5x8) pursuant to, and to the extent permitted by, Article 14 of the Pick Up and Delivery Operational Supplement, however, coverage of all absences will follow the same order as set forth in the Local 249 Pick Up and Delivery Local Rider. In the event that the Company institutes a bid covering Saturday and Sunday for

drivers, the Company will be permitted to place one agent on the agent bid even if they do not meet the staffing requirements set forth in Article 14. T/A

5. Once a full-time employee has bid into a part-time position, that employee will be locked into part-time bids for the duration of this Local Rider.
6. Full-time positions will be first bid by all employees on the full-time seniority roster before part-time employees are permitted to bid for full-time positions.
7. Open positions caused by newly created positions, terminations, and/or retirements, that occur between Station Annual bids will be open to all employees on the Master Seniority List, contingent upon the following provisions:
 - A. The position vacated by an employee bidding on an open position will be filled by a general bid within the Station that has the vacated position.
 - B. The vacated position cannot be placed up for general bid by all departments.
 - C. Open positions that occur within sixty (60) days of the departmental bids will remain open and filled by a casual and/or part-time employee until the department bids are complete.
 - D. Employees bidding into vacant positions shall relinquish vacation and personal day bids, if someone currently in the department of the vacant position has already selected the same dates.
8. Bid start times can be adjusted one (1) hour in total daily before requiring a re-bid of the start-time, unless the additional time will affect the eligibility for benefits and then the start time will be placed up for departmental bid.
9. The general bid procedures and policies set forth in this Article shall continue to apply to the two stations currently covered by this Local Rider and any future spin-offs of those stations within the jurisdiction of the Local Union.

10. Facilities with five (4) full-time bargaining unit employees or less may employ one regular part-time employees. In facilities other than break bulks of over four (4) bargaining unit employees, one (1) additional part-time employee shall be permitted for each seven (7) additional bargaining unit employees in the following manner. T/A

<u>4 FT employees or less</u>	<u>1 part-timers</u>
<u>5 through 11 FT employees</u>	<u>2 part-timers</u>
<u>12 through 18 FT employees</u>	<u>3 part-timers</u>
<u>19 through 25 FT employees</u>	<u>4 part-timers</u>

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

There shall be no reduction on the number of full-time positions as a result of the use of part-time personnel in accordance with this agreement. T/A

11. Other than during the fourth quarter, when an employer utilizes any combination of casual employees as a supplement to the regular work force for thirty (30) days or more in two (2) consecutive calendar months, the employer shall be required to add one (1) employee to the regular seniority list from the casual list for each such thirty (30) days worked by casual employees described above. If there is no one on such list, then the employer shall be required to add one (1) probationary employee for each such thirty (30) days worked by casual employees as described above. T/A

ARTICLE 25. ANNUAL BID PROCEDURES [NO CHANGE]

ARTICLE 26. TIME SHEETS & TIME CLOCKS [NO CHANGE]

ARTICLE 27. BENEFITS, GENERAL PROVISIONS

A. Health and Welfare See National Economics

B. Pension See National Economics

ARTICLE 28. COMPANY 401(K) PLAN

Employees shall remain eligible to participate in the Company 401(K) plan on the same basis as other Company employees.

Pursuant to Article 20, Section 2 of the DHL ~Teamsters Office Clerical Operational Supplement, for all increases effective prior to March 31, 2017, the Employer shall make increased contributions to the Company 401(k) plan in the amount equal to the lesser amount of the increases to any of the multi-employer pension plans in which the employer participates under this agreement during the term of this Agreement, but in no event less than thirty-five cents (\$0.35) per hour for each year of the contract.

In no event, however, shall the increase in the Employer's contribution, together with any increase in the Employer's contributions to the Company health and welfare plans described in Article 27 of this Agreement, exceed one dollar (~~\$1.00~~) per hour per year per covered employee.

See National Economics

ARTICLE 29. VACATIONS [NO CHANGE] * See Economics for Part-Time Vacations

ARTICLE 30. HOLIDAYS [NO CHANGE] * See Economics for Part-Time Holidays

ARTICLE 31. SICK LEAVE [NO CHANGE] * See Economics for Part-Time Sick Leave

Sick hours accrued by employees prior to January 1, 1996 shall be paid out upon retirement at the applicable wage rate at the time of payment. T/A

ARTICLE 32. MISCELLANEOUS BENEFITS
[NO CHANGE]

ARTICLE 33. LEAVE OF ABSENCE *[NO CHANGE]*

ARTICLE 34. MILITARY CLAUSE *[NO CHANGE]*

ARTICLE 35. WORK WEEK GENERAL PROCEDURES *[NO CHANGE]*

ARTICLE 36. ACT OF GOD CLAUSE *[NO CHANGE]*

ARTICLE 37. WORK OPPORTUNITY

Employees are expected to work a reasonable amount of additional work assignments on a daily basis. However, except in cases of operational emergencies, no employee shall be required to work more than eleven (11) hours per day. If the Company consistently insists that an employee work eleven (11) hours per day, that employee has the right to file a grievance.

It is understood that laid off and part-time employees may be offered sixth (6th) day work before full-time employees are offered such opportunity. This provision is intended to provide these employees with extra work opportunity before full-time employees receive work in excess of forty (40) hours at premium rates. Any full-time employee under forty (40) hours for the week will be given first opportunity to work provided that they can fulfill the available shift without premium rates.

When the company extends the shift of an employee, the Company shall, when possible, notify the employee(s) by seniority, by shift, at least two (2) hours before the end of the employee(s) shift.

Seniority shall prevail when the Company determines that there is additional work available, with the exception that part-time employees may be asked to extend their shift to cover some or all of the available work, in order to utilize straight time to cover such work, whenever possible.

If the Company determines that there are additional work assignments, which will be covered using premium time, the work shall be offered to the senior employee who is working at the time the work assignment is available or who's shift start time is closest to the time the work assignment is available.

Should no one elect to accept the additional work assignments, the work can be assigned in reverse seniority order to those employees that are directly available for the additional work assignments. (i.e., working at the time)

Both Stations shall utilize at least one (1) eight (8) hour bid on worked Saturdays.

Part-time employees may be scheduled on any regularly scheduled work days and may be forced to accept Saturday, Sunday or Holiday work in reverse seniority order.

All work performed on Sunday (with the exception of employees that have Sunday as a regular work day) shall be paid at the double time rate. T/A

ARTICLE 38. DISCHARGE OR SUSPENSION
[NO CHANGE]

ARTICLE 39. JOB DESCRIPTIONS
[NO CHANGE]

Job descriptions will be updated and added to this Local Rider.

ARTICLE 40. WAGES

See Economics

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

ARTICLE 41. DURATION

The term of this Local Rider is subject to and controlled by all of the provisions of Article 27 of the National Agreement ("Duration") between the parties hereto.

**Local 249 Office Clerical Local Rider
DHL Express (USA), Inc.**

For the Period of April 1, 2017 through March 31, 2022

SIDE LETTER ON RED-CIRCLED EMPLOYEE

Employee Kathy Imhoff will be red-circled by name and will only be required to work sixty (60) hours in a month to qualify for Company-provided health insurance as long as the Company's benefit has not been changed to require additional hours to qualify.

In addition, Ms Imhoff shall be placed before casual employees on the "Order of Call" list for weekend OT opportunities. Future PT employees shall be placed after casuals on the "Order of Call" list. T/A