# SUMMARY OF TENTATIVE LOCAL 671 OFFICE CLERICAL LOCAL RIDER

Effective April 1, 2017 to March 31, 2022

This Agreement is entered into by and between DHL EXPRESS (USA), INC. (hereinafter the "Company", "Employer" or "DHL"), the Teamsters DHL National Negotiating Committee ("TDHLNNC"), and LOCAL UNION NOS. 671, affiliated with THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS (hereinafter "Union"). This Local Supplement 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 the Unions and approved in writing by TDHLNNC 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 agreements between the parties for the affected office clerical employees represented by the Union.

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 21. SENIORITY AND PROMOTIONS [NO CHANGE]

## ARTICLE 22. DISCHARGE & SUSPENSION [NO CHANGE]

### **ARTICLE 23. HOLIDAYS**

[NO CHANGE other than see economics for part-time holidays]

#### **ARTICLE 24. VACATIONS**

[NO CHANGE other than see economics for vacation for parttimers hired after 2013]

**ARTICLE 25. SICK LEAVE [NO CHANGE]** 

# ARTICLE 26. WORK WEEK AND WORK DAY [NO CHANGE]

**ARTICLE 27. TRAINING** [NO CHANGE]

**ARTICLE 28. MEAL PERIOD** [NO CHANGE]

# **ARTICLE 29. PART-TIME EMPLOYEES** [NO CHANGE]

# ARTICLE 30. PART-TIME TO FULL-TIME HIRING RATIO /NO CHANGE/

ARTICLE 31. EMPLOYEE'S BAIL [NO CHANGE]

# ARTICLE 32. WAGES [Subject to ratification of the National Agreement]

(1) Wage rates in effect for full-time employees on the seniority list as of the date of ratification ("Red-Circled Employees") will be increased as follows: T/A

Effective dates	Hourly Increase
April 1, <b>2017</b>	<u>\$.1.00</u>
April 1, 2018	\$. <u><b>1.00</b></u>
April 1, <b>2019</b>	\$. <u><b>1.00</b></u>
April 1, <b>2020</b>	<b>\$.1.00</b>
April 1, 2021	\$1.00

(2) The following top hourly rate shall apply to all full-time employees hired after the date of ratification of this Local Rider: T/A

<u>April 1, 2017</u>	\$20.31
April 1, 2018	\$20.81
April 1, 2019	\$21.31
April 1, 2020	\$21.81
April 1, 2021	\$22.31

- (3) The following progression shall apply to all full-time employees currently in progression or hired after the date of ratification: T/A
  - (a) Effective first (1st) day of employment seventy-five percent (75%) of the current rate.
  - (b) Effective first (1st) day of employment plus twelve (12) months eighty percent (80%) of the current rate
  - (c) Effective first (1st) day of employment plus eighteen (18) months ninety-five percent (95%) of the current rate.

- (d) Effective first (1st) day of employment plus twenty-four (24) months one hundred percent (100%) of the current rate.
- (3) Wage rates in effect for part-time employees out of progression will be increased as follows:

Effective dates	Hourly Increase T/A
April 1, <b>2017</b>	<u>\$.50</u>
April 1, <b>2018</b>	<u>\$.50</u>
April 1, <b>2019</b>	<u>\$.50</u>
April 1, <b>2020</b>	<u>\$.50</u>
April 1, 2021	\$.50

(4) Rates of pay for part-time employees currently in progression or hired after April 1, 2017 shall be as follows. T/A

Start Rate	\$ <u>15.50</u>
12 mos	\$16.00
24 mos	\$ <u>16.50</u>

- (5) The above-listed wage increases do not include any cost of living allowance provided for in Article 21, Section 2 ("Wages - COLA") of the DHL - Teamsters National Agreement, which shall be calculated according to that article and section each year and added to the theneffective wage rates as appropriate.
- (6) 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 33. HEALTH AND WELFARE

Upon ratification of this Local Rider, and for the duration of the Local Rider, the Employer agrees to make payments to the Local 671 Health and Welfare Fund for each and every covered employee for which such employee receives pay as follows:

Pursuant to Article 19, Section 1 of the DHL - Teamsters Office Clerical Operational Supplement, the Employer will contribute one dollar (\$1.00) per hour per year per covered employee to the Local 671 Health and Welfare Fund. The full amount of increases set forth in Article 19, Section 1 of the DHL-Teamsters Office Clerical Operational Supplement will be allocated solely to the Local 671 Health and Welfare Fund.

Commencing with the 1st day of August 2017, contributions, including any contribution increases required pursuant to Article 19, Section 1 of the DHL - Teamsters Office Clerical Operational Supplement, must be made to the Local 671 Health and Welfare Fund for each hour up to a maximum of forty (40) hours per week. T/A

Commencing with the 1st day of August, 2017, and on the 1st day of August in each subsequent contract year up to and including August 1, 2018, the contribution amounts shall be

increased by one dollar (\$1.00). Commencing with the 1st day of August, 2019, and on the 1st day of August in each subsequent contract year up to and including August 1, 2021, the contribution amounts shall be increased by fifty cents (\$.50). T/A

All contributions shall be made at such time and in such manner as the Trustees require, and the Trustees shall have the authority to have an independent Certified Public Accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Welfare Fund.

If an Employer fails to make contributions to the Welfare Fund within seventy-two (72) hours after the notice of delinquency set forth in Article 7, Section 12 ("Grievance and Arbitration Procedure- Delinquent Health & Welfare and Pension Obligations") of the DHL- Teamsters National Agreement, the Local Union shall take whatever steps are necessary to secure compliance with this Article, any provisions of this Local Rider to the contrary notwithstanding, and the Employer shall be liable for all costs for collecting the payments due together with attorneys' fees and such penalties which may be assessed by the Trustees.

The Employers' liability for payment hereunder shall not be subject to the Grievance Procedure or arbitration provided under this Agreement.

The Employer and Union which are signators hereto ratify the designation of the Employer and the Employer Trustees under such Agreement, and ratify all action already taken, or to be taken by such Trustees within the scope of their authority.

The Employer shall post each month at each terminal or other place of business where employees have easy access thereto an exact copy of the remittance report form of contributions sent to the Fund.

If the Employer becomes delinquent in contributions owed to the Health and Welfare Fund and the Local Union gives a seventy-two (72) hour notice of delinquency set forth in Article 7, Section 12 ("Grievance and Arbitration Procedure - Delinquent Health & Welfare and Pension Obligations") of the DHL - Teamsters National Agreement, such Employer, after satisfying the delinquency and becoming current, and then during the term of this Local Rider becomes delinquent again, shall be required to post a performance bond to satisfy that second delinquency and/or any further delinquencies during the term of this Local Rider.

#### **ARTICLE 34. PENSION**

This Pension Article shall supersede and prevail over any other inconsistent provisions or articles contained within this Local Rider.

All <u>Red-Circled</u> Employees covered by this Local Rider shall continue to participate <u>in the Employer's applicable</u> retirement plans subject to the rules and regulations of

said plans. Upon the later of either April 1, 2020 or when all of the red-Circled employees have left the Company and are no longer on the seniority list, the Employer agrees to make hourly contributions to the New England Teamsters and Trucking Industry Pension Fund NE Pension Fund on behalf of each employee according to the following schedule:

April 1, 2020	\$3.50
April 1, 2021	\$4.50
March 1, 2022	\$6.50

### **ARTICLE 35. DURATION**

April 1, 2017 through March 31, 2022