

SUMMARY OF TENTATIVE LOCAL 745 DOCK SHUTTLE LOCAL RIDER

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 NO. 745, affiliated with THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS (hereinafter "Union"). 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 Pickup and Delivery Operational Supplement, hereinafter referred to as the "Operational Supplement," for the period commencing April 1, 2013~~08~~ through March 31, 2017~~3~~. This Local Rider shall not become effective unless and until it is ratified by the Employer's dock-shuttle employees represented by the Union 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).

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 dock-shuttle employees represented by the Local 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 22 [NO CHANGE]

ARTICLE 23 [NO CHANGE]

ARTICLE 24. SENIORITY [NO CHANGE]

ARTICLE 25. GRIEVANCE PROCEDURE
[NO CHANGE]

ARTICLE 26. ABSENCE [NO CHANGE]

ARTICLE 27. DISCHARGE OR SUSPENSION
[NO CHANGE]

**ARTICLE 28. EXAMINATIONS AND
IDENTIFICATION FEES** [NO CHANGE]

ARTICLE 29. PAY PERIOD [NO CHANGE]

ARTICLE 30. HEALTH AND WELFARE

See National Economic Settlement

ARTICLE 31. PENSION

See National Economic Settlement

ARTICLE 32. VACATIONS [NO CHANGE]

ARTICLE 33. HOLIDAYS [NO CHANGE]

ARTICLE 34. PAID-FOR TIME [NO CHANGE]

ARTICLE 35. WAGES

See National Economic Settlement

ARTICLE 36. FUNERAL LEAVE [NO CHANGE]

ARTICLE 37. MOONLIGHTING [NO CHANGE]

ARTICLE 38. LOCAL PRACTICES [NO CHANGE]

ARTICLE 39. DURATION [NO CHANGE]

**MEMORANDUM OF UNDERSTANDING
REGARDING "AIR CONTAINERS"**

[NO CHANGE]

**MEMORANDUM OF UNDERSTANDING
REGARDING SPLIT SHIFTS**

~~This Letter of Understanding is to clarify some issues regarding the employees at DHL Express.~~

- ~~1. The current 51 bids (forty four (44) straight eights (8) and seven (7) splits starting no later than 2:00P.M.) on the DHL Express Dock/Driver Seniority Roster shall be maintained at all times as long as there are any deep split shifts.~~
- ~~2. Full time qualified drivers will be allowed to help train casuals in company vehicles to obtain their CDL. This will enable the company to retain qualified employees at all times.~~
- ~~3. DHL Express will not implement 6 day splits with the thirty two (32) deep split bids. There shall never be more than 32 deep splits.~~

~~The term of this Memorandum of Understanding is subject to and controlled by all of the provisions of Article 28 of the National Agreement ("Duration") between the parties hereto.~~

The Company may bid and staff up to sixty percent (60%) of its full-time positions as split shifts.

- 1. Split shifts must have two (2) consecutive days off.**
- 1-2. Employees replacing one half of the split shifts will only be guaranteed the originally scheduled half-shift notwithstanding the provisions of Article 35, Section 9.**
- 3. While any red-circled employee (employees hired prior to the ratification of the 2008 contract) is on layoff, the Company will utilize split shifts up to the proscribed ratio in order to fill paired AM and PM work opportunities prior to handling the work with part-time positions. However, this provision, the 60/40% restriction, and the exception to Article 35, Section 9 above is contingent on the Company continuing to perform the airline recovery work for DHL Global Forwarding.**

**MEMORANDUM OF UNDERSTANDING
REGARDING ATTENDANCE [NO CHANGE]**

**MEMORANDUM OF UNDERSTANDING FOR
CINGULAR/ATC LOCATION [NO CHANGE]**

**MEMORANDUM OF UNDERSTANDING FOR U.S.
ONCOLOGY/ATC LOCATION [NO CHANGE]**

**LETTER AGREEMENT REGARDING
SENIORITY [NO CHANGE]**

**MEMORANDUM OF UNDERSTANDING
REGARDING DHL@HOME DELIVERIES
[NO CHANGE]**

**MEMORANDUM OF UNDERSTANDING
REGARDING PART-TIME TO FULL-TIME
TRIGGER [NO CHANGE]**

**MEMORANDUM OF UNDERSTANDING
REGARDING CONSOLIDATION OF CUSTOMER
SUPPLIES**

The Company may centralize the consolidation and reconciliation of customer supplies outside of the jurisdiction provided that the consolidation does not result in a reduction of bidded positions.