

# SUMMARY OF TENTATIVE LOCAL 769 DOCK SHUTTLE LOCAL RIDER

## ARTICLES OF AGREEMENT

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 769, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS (hereinafter “Union” or “Local 769”). 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 Pick-up and Delivery 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 dock and shuttle employees represented by Local 769 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 Dock-Shuttle employees represented by Local 769.

The terms and conditions contained in this Local Rider shall prevail over any contrary provisions of the Operational Supplement. Questions arising out of alleged conflicts shall be submitted directly to the National Grievance Committee.

### ARTICLE 22 PROBATIONARY AND CASUAL EMPLOYEES

The parties recognize and understand that this provision on casual employees is intended to supplant the casual provisions found in the Article 11, Section 2 of the Pickup and Delivery Operational Supplement

#### Section A. [NO CHANGE]

Section B. Casual employees may be utilized for supplemental or replacement work opportunities only, as defined in this Article 22. Supplemental work opportunities arise when there is a temporary surge in volume, over and above what the regularly scheduled workforce can handle. Replacement work opportunities arise when a regular employee is temporarily absent or a position becomes vacant (subject to the limitations set forth below in Subsection C), and the Employer elects to fill the vacant shift. When casual employees are used for supplemental work, their number shall not exceed twenty- five

percent (25%) of the workforce per terminal, and no casual employee may work more than thirty (30) hours in a given week. When casual employees are used for replacement work, the 25% limitation shall not apply, nor shall the limitation on thirty (30) hours in a given week apply; however, if the replacement work opportunity is expected to last more than fourteen (14) days in duration, then it shall be covered as outlined in Article 24, Section D. In no event shall casual employees be used to cover permanent full-time vacancies, other than temporarily while the Employer is soliciting bids for the position or new hires. If the Company decides to employ regular part-time employees, the part-time employees will count toward the 25% limit at each terminal. If the Company employs at least twenty (20) full-time employees, this percentage may increase to thirty percent (30%). If the Company employs at least twenty-four (24) full-time employees, this percentage may increase to 40%. If the Company employs at least twenty-eight (28) full-time employees, this percentage may increase to 50%. Furthermore, any part-time employee hired after the ratification of this Agreement shall not be required to possess a CDL and may be freely assigned each week by the Employer, including for the purpose of covering vacations and absences, with notice of available work schedules posted the preceding Thursday. T/A

However, during the term of this Agreement, the Company will not utilize casual employees.

Notwithstanding any contrary provisions of the Pick-Up and Delivery Operational Supplement, and regardless of whether there are full-time employees on layoff, the Employer may utilize part-time employees to perform all functions performed by full-time employees and to serve as a replacement to split and straight-8 full-time positions. However, for unscheduled shuttle runs, the Company will offer the work to a full-time employee on the shift before utilizing a part-time employee on the shift, unless this will result in the payment of overtime.

#### Section C. [NO CHANGE]

### ARTICLE 23 DISCHARGES-GRIEVANCES-ARBITRATIONS-NO STRIKES OR LOCKOUTS [NO CHANGE]

### ARTICLE 24. SENIORITY-LAYOFF-RECALL

Section A. The first nine (9) positions scheduled by the company shall be full-time straight-shift positions (i.e., eight (8) consecutive hours). In the event that the Company opens another station during the term of this Agreement, this number shall increase to twelve (12) by master

**seniority.** These positions shall be scheduled to work eight (8) consecutive hours per day, five (5) consecutive days per week, with assigned starting times. An employee's start time shall be uniform throughout the week, except for Monday and Saturday shifts. Any employee holding a bid to one of these assigned positions who is required to work prior to regular starting bid time and/or after regular quitting time shall be paid for at a rate of 1 1/2 times his regular hourly rate for all hours worked prior to or in excess of this regular shift, provided they work their full shift as well. T/A

**Section B.** [NO CHANGE]

**Section C.** The parties agree that seniority shall apply in the following manner:

1. Master seniority shall apply in cases of layoff and recall, April 1 shift bidding, vacation accrual and pension accrual in the manner already provided for herein.
2. Terminal seniority shall apply in all other cases.
3. Extra work opportunities in the Dade County and Broward County terminals shall be offered to available employees by terminal seniority first, to full-time/full-time split shift employees then to casual employees. If all terminal regular and casual employees have been exhausted, then the Company will offer such extra work opportunities to employees by master seniority. The Company shall offer such opportunities promptly.
4. **Early call-in shall first be offered in terminal seniority order to those employees with a scheduled shift start time not more than one (1) hour later than the early call-in.** T/A

**Section D.** When a new regular full-time position becomes available, or an existing regular full-time position becomes vacant (**scheduled and approved vacations do not constitute vacancies**) and that vacancy is expected to last for more than fourteen (14) days (and the Company elects to fill it), then the following positions only shall be subject to bid: The regular full time position shall be bid among full time split shift employees, by master seniority. T/A

The full-time split shift position vacated by that successful bidder shall, likewise, be bid among the remaining full-time split shift employees, by terminal seniority. And, finally, the full-time split shift position vacated by that successful bidder shall be offered to casual employees. There shall be no further movement of personnel, as a result of the new or vacant regular full-time position.

**ARTICLE 25. FULL-TIME SPLIT-SHIFT**

Full-time split-shift positions shall be scheduled to work five (5) or six (6) consecutive days, forty (40) hours per week, with assigned starting times, which starting times may differ on

Monday and Saturday. The full-time split-shift workday in each covered operation shall consist of one (1) or two (2) non-contiguous segments of work of not less than three (3) or more than (5) hour's duration per day.

Full-time split-shift positions may be added to the workforce subject to the following limitations.

- a. The Company may schedule full-time split-shift positions in the Dade County or Broward County terminals, provided there are at least nine (9) full-time straight-shift positions scheduled to work unit-wide that week (**or twelve (12) such straight-shift positions in the event that the Company opens an additional station during the term of this Agreement**). T/A
- b. [NO CHANGE]

**ARTICLE 26. WAGE SCALE**

**Section A.** [NO CHANGE]

**Section B.** The rate of pay for employees covered by this Agreement shall be:

**[MODIFY CONSISTENT WITH NATIONAL ECONOMIC SETTLEMENT]**

**Casual Employees** [NO CHANGE]

**Part-Time Employees**

The following increases for part-time employees who have completed the new-hire progression shall take effect on the dates shown:

**[MODIFY CONSISTENT WITH NATIONAL ECONOMIC SETTLEMENT]**

For Part-Timers who perform any of the limited PM driving, the part-time rate shall be \$2.00 per hour more than the part-time non-driving rate. If they perform driving duties any portion of the day, they shall receive this driver's rate for all time worked that day.

**Section C.**

A wage differential of twenty-five cents (\$.25) per hour shall be paid to an employee who (1) holds a valid Class A Commercial Driver's License, and (2) successfully bids a shift designated by the Employer as "Class A Only" on the master shift bid. Such employees will be paid the differential for all hours worked at his home terminal in his "Class A Only" shift as part of his regularly scheduled shift and for extra work opportunities in his home terminal at the commencement of or at the termination of his regular shift. In the case of employees bidding a replacement "Class A Only" shift, the employee will be paid the differential for all hours worked as a replacement for that shift provided that the successful bidder holds a valid Class A Commercial Driver's License. If there

are no qualified bidders for a “Class A Only” shift (either a regular master bid or a replacement bid), the Employer may fill the shift with a casual employee with a valid Class A CDL or contract out the work as it deems appropriate.

**ARTICLE 27. CALL-IN PAY [NO CHANGE]**

**ARTICLE 28. VACATIONS**

All employees covered by the Agreement, who have worked a minimum of 1200 hours during the year, and during the first year of employment have worked the full year, shall after one (1) year of employment be entitled to a two (2) week vacation with pay; five (5) years, three (3) weeks’ vacation with pay; fifteen (15) years, four (4) weeks’ vacation with pay; twenty (20) years, five (5) weeks’ vacation with pay, based on the employee’s regular hourly rate for a forty (40) hour work week. Employees with three (3) weeks’ vacation entitlement or more shall be permitted to split one (1) week of vacation, two (2) or more days at a time.

**Employees eligible for three (3) or more weeks of vacation at the time of the vacation bid may elect to cash in one (1) week of vacation in lieu of bidding that week. Election to cash out a week of vacation must take place at the time of the bid, and such election cannot be revoked.** T/A

The vacation period of each qualified employee shall be set by the Employer with due regard to the desire and preference of the employees, consistent with the efficient and uninterrupted operation of the Employer’s business. No vacations shall be set during peak business periods. A vacation schedule shall be posted for seniority bids in November of each year. In the event an employee fails to select a vacation period, the Employer may assign a vacation period commencing at least thirty (30) days after the date of said assignment.

If the Company elects to replace an employee who is on vacation, it may assign that work to the senior full-time employee available, or to a casual employee, pursuant to Article III, Section B.

**ARTICLE 29. HOLIDAYS**

The following paid holidays shall be observed for part-time employees on the seniority list and all full-time employees: T/A

- New Year’s Day
- Employee’s Birthday
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

Four (4) personal holidays to be agreed upon by the Employer and the Employee at least three (3) work days in advance, provided that the Employer shall not be required to permit more than one (1) employee to select any single day as a

personal holiday. Personal holidays must be used before the end of the calendar year or they will be forfeited.

Each regular employee shall be paid eight (8) hours’ pay for said holiday if he works or is available for work on his regularly scheduled work days immediately preceding and following said holiday.

When a holiday falls within the period of an employee’s vacation, such holiday or holidays shall be added to the vacation period with pay.

All work performed on a holiday shall be paid for at the rate of time and one-half (1 1/2) in addition to regular holiday pay.

New part-time employees shall receive paid holidays prorated based on the average number of hours worked in the two weeks before the holiday. They will not receive any vacation or paid sick days.

**ARTICLE 30. SICK LEAVE**

Sick leave may be used by non-probationary full-time unit employees actively at work during absence caused by a non-work related injury or illness.

Eligible employees are eligible to use accumulated sick leave hours after completion of the probationary period. Full-time employees shall be credited 72 sick leave hours **and part-time employees shall be credited 15 sick leave hours** on January 1 of each year. Unused sick leave may be accumulated into a bank, to a maximum of one hundred and sixty (160) hours. All unused sick leave from the preceding contract year(s), over and above the one hundred and sixty (160) hours shall be paid out to eligible employees. **Additionally, an employee may elect to cash out additional sick leave, provided that such employee maintains at least one hundred and twenty (120) hours in his/her bank. Employees desiring to cash out unused sick leave pursuant to this provision shall provide written notice no later than November 1, and the cash-out shall be paid in the first paycheck run following November 15.** Sick leave shall be paid from the first day of illness. T/A

Terminated employees will not be paid for unused sick leave.

**ARTICLE 31. UNIFORMS**

If shoes are not available through the Company’s standard procurement program, management will provide written authorization to the employee to purchase work shoes on their own at a cost not to exceed \$0200. T/A

**ARTICLE 32. BARGAINING UNIT WORK**

Bargaining unit employees shall perform the loading and unloading of the airplane(s) at the Ft. Lauderdale terminal, and any deliveries in the Miami airport operations area that require a SIDA badge that are currently performed daily. They shall transport misroutes between terminals (current as well as future ones in Dade and Broward Counties). Bargaining unit personnel shall not perform work outside of Dade and

Broward Counties and shall not handle any runs that go out of Dade or Broward Counties. They shall perform the dockwork they presently perform at the Miami terminals, and at the Fort Lauderdale and Miramar terminals they shall push the loaded containers between the ramp and the belt, deposit empty containers in an orderly manner in the warehouse, and in the p.m., unload freight from the owner operator vehicles to the belt, sort the freight, reweigh, and load containers.

Bargaining unit employees shall perform all shuttle work between terminals in Palm Beach, Dade and Broward Counties (including the Miami Gateway) with the exception of the following work, which the Company has the right to contract out to outside trucking companies:

1. Mid-day run from MIAGW to FLL for late cleared material;
2. PM run from FLL to MIAGW with Miami Gateway Transfer Material (non ILN International);
3. 1 PM round trip run (MIAGW - FLL - MIAGW) with day sort materials (Monday through Sunday);
4. Mid-day run from MIAGW to MMR for late cleared material;
5. PM run from MMR to MIAGW with Miami Gateway Transfer Material (non ILN International);
6. PM round trip run (MIAGW - MMR - MIAGW) with day sort materials (Monday through Sunday).

Nothing contained herein, however, shall preclude the Employer, for legitimate operational considerations (the determination of which shall be the exclusive function of the Company) from rerouting freight, planes, line haul trucks and/or other means of transportation, which regularly and customarily were handled and/or arrived at the Dade and Broward County terminals with shipments that were unloaded, loaded or otherwise processed by unit personnel, to bypass the Dade and/or Broward County terminals altogether and proceed directly to any other DHL facility within the DHL global network. Such rerouting, with its resultant diversion of shipments, shall not constitute or, in any way, be deemed to constitute a violation of any of the provisions of this Agreement.

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.

**Any successful grievance involving performance of bargaining unit work for five (5) or more continuous minutes (subject to verification by video evidence) by supervisory or non-unit personnel employed by the Company shall be paid at the rate of one (1) hour or actual time worked, whichever is greater, at the double time rate.**  
**T/A**

### **ARTICLE 33. SUBCONTRACTING**

Article 4 of the Pick-Up and Delivery Operational Supplement applies herein, with the following additional provision:

Provided however, owner operators shall be used in the a.m. Miami operation to open the express pack bags, sort the express packs, remove freight from the belt and load their own vehicles, and in the a.m. Fort Lauderdale operation to remove the freight from the containers, place the freight on the belt, sort the freight and load the freight from the belt to their vehicles.

**NOTE: Memorialize “4-truck” agreement here or in side agreement. T/A**

### **ARTICLE 34. HEALTH AND WELFARE [MODIFY CONSISTENT WITH NATIONAL ECONOMIC SETTLEMENT]**

### **ARTICLE 35. PENSIONS [MODIFY CONSISTENT WITH NATIONAL ECONOMIC SETTLEMENT]**

### **ARTICLE 36. SAVINGS AND RETIREMENT PLAN [MODIFY CONSISTENT WITH NATIONAL ECONOMIC SETTLEMENT]**

### **ARTICLE 37. SCOPE OF BARGAINING**

A. The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement (as used in this Article, “this Agreement” shall mean the National Agreement, Operational Supplement and Local Rider), each party had and exercised the unlimited right and opportunity to make demands and proposals with respect to any and all lawful and proper subjects of collective bargaining. This Agreement fully and completely incorporates all such understandings and agreements between the parties and supersedes all prior agreements, understandings and past practices, oral or written, express or implied. Accordingly, this Agreement alone shall govern the entire relationship between the parties and shall be the sole source of any and all rights which may be asserted in arbitration hereunder or otherwise.

B. The Employer and the Union, for the duration of this Agreement, voluntarily and unqualifiedly waive any and all rights to negotiate, discuss or bargain collectively with respect to any and all matters referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

C. It is agreed the Employer is allowed to make and implement reasonable rules, regulations, policies and procedures which do not contradict or modify this Agreement.

D. Any new rules, regulations, policies and procedures must be posted on the bulletin board at least **seven (7)** calendar days prior to the implementation of such. The Employer shall send a copy of any such new rule, regulation, policy or procedure to the Union by certified mail seven (7) calendar days prior to posting. **T/A**

**ARTICLE 38. LEAVE OF ABSENCE [NO CHANGE]**

**ARTICLE 39. FUNERAL LEAVE [NO CHANGE]**

**ARTICLE 40. TERMINATION**

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.

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

EMPLOYER

UNION

DHL EXPRESS

IBT LOCAL 769

Representative

Representative