

SUMMARY OF TENTATIVE LOCAL 355 PUD LOCAL RIDER

ARTICLE __ 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 ("TDHLNNC"), and LOCAL UNION NO. 355, affiliated with THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS (hereinafter "Union") covering operations at the Company's BWI airport station and the BWI/MTN pickup and delivery station. 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, 2017~~4~~ through March 31, 2022~~4~~7. This Local Rider shall not become effective unless and until it is ratified by the Employer's pickup and delivery 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 pickup and delivery employees represented by the Union.

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

ARTICLE 23. SCOPE AND ASSIGNMENT OF UNIT WORK [NO CHANGE]

ARTICLE 24. JOB BIDDING AND FILLING OF VACANCIES [NO CHANGE]

ARTICLE 25. USE OF AND PERFORMANCE OF BARGAINING UNIT WORK BY PERSONNEL OTHER THAN FULL-TIME SENIORITY EMPLOYEES

Section 1. Part-Time Personnel

Notwithstanding the provisions of Article 11 of the Pickup and Delivery Operational Supplement ("Use of and Performance of Bargaining Unit Work By Personnel Other Than Full-Time Seniority Employees"), the following provisions shall apply.

Definition. A regular part-time employee is an individual who is scheduled to work a guaranteed minimum of at least (4) hours per day and twenty (20) hours per week.

Use of Part-Time Personnel. Regular part-time employees may be scheduled at any time of the day. They can be scheduled as supplemental employees to the full-time workforce on consecutive or non-consecutive schedules, Monday – Sunday. They can fill in for absent full-time employees prior to the use of full-time employees on overtime. When a regular part-time employee who is working in a replacement capacity for an absent full-time employee returns from his route, extra work will be first offered to available full-time employees prior to being offered to the returning part-time employee. T/A

No full-time employee on the seniority list as of March 1, 1998, may be reduced to part-time status, nor may such employee be laid off so long as any part-time employee is working. T/A

Part-Time Job Selection Procedures: Part-time employees shall have first opportunity, by seniority, if qualified, to fill full-time openings within their terminal. Part-time employees who become full-time shall be considered new hires for purposes of seniority. They shall retain overall Company seniority for purposes of entitlements.

Section 2. Part-Time Casuals [NO CHANGE]

Section 3. Limits on Part-Time Employees [NO CHANGE]

ARTICLE 26. HOURS OF WORK, WORK DAY, WORK WEEK, OVERTIME, AND SCHEDULING

Eight (8) or Ten (10) consecutive hours shall constitute a basic work day in any one twenty-four (24) hour period. Forty (40) hours, five (5) consecutive days (Monday through Saturday), or four (4) consecutive or non-consecutive ten (10) hour days (Monday through Saturday) shall constitute a basic work week. No more than sixty percent (60%) of the bid routes shall be 4x10 shifts. (The Company can increase that percentage to 75% provided that it maintains at least thirteen (13) 5x8 shifts.) T/A

New limited Full-Time driving bids covering weekends:

Pursuant to Article 14 of the Pick Up and Delivery Operational Supplement Effective on the date of

Ratification of the new agreement, the Company can use up to 10% (partial fractions shall be rounded down if less than or equal to .500 and up if more than .500) of the full-time bidded positions for Sunday work, however such bids shall be for either four (4) by ten (10) (consecutive or non-consecutive) or five (5) - 8 hour consecutive days and require two (2) consecutive days off. (These are referred to as “weekend bidded positions” and include a Sunday scheduled day. For example, a five (5) by eight (8) shift with either Thursday-Monday work and Tuesday-Wednesday off or a four (4) by ten (10) shift with Tuesday, Wednesday and Friday off.) Only additional full-time bidded positions above the number of red-circled bidded full-time positions in place as of the date of ratification on a station by station basis created through growth can be used to make up the 10%. Furthermore, if the total number of full-time non-Sunday bidded positions drops below the red-circled number of bidded full-time positions at a station (“red-circled by number”), the Company shall be prohibited from using any of the weekend bidded positions at that station. T/A

In the event the employer increases the number of full-time non-Sunday bidded positions by 5% (from the date of ratification) at any location and maintains that level for more than 30 consecutive days, and so long as it is maintained, it may add an additional 5% (total 15% partial fractions shall be rounded down if less than or equal to .500 and up if more than .500) to the number of full-time weekend bidded positions. T/A

If any full-timer working a bid covering a weekend day is not available on his normal weekend shift, the Saturday shift shall first be offered to regular non-Sunday full time employees who were guaranteed 40 straight time hours work opportunity but who did not avail themselves of such opportunity and were not compensated, provided that such employee notifies management of his/her desire to work as a Saturday replacement employee by noon on Friday. Next the Company shall offer replacement opportunities to non-scheduled employees by strict seniority. T/A

Any weekend work above and beyond the regular bids shall be offered in seniority order to regular drivers at applicable overtime rates. T/A

Furthermore, employees on the full-time seniority list (including those holding open full-time positions) as of the date of ratification shall not be required to work on weekend bidded position. However, to the extent that the Company adds additional non-Sunday bidded positions above the number of red circled full-time positions in order to offer non-Sunday bids to a red-circled employee(s), such additional positions(s) shall be an open position(s) notwithstanding any restriction regarding the percentage of such positions set forth in the Supplement or any Local Rider or Supplement. Also, part-time employees on the seniority list as of the date of ratification shall not be required to accept a full-time weekend bid and

may opt instead to remain in an available part-time position. Further, except during the period of Thanksgiving through Christmas, no employees on either the full-time or part-time seniority list as of the date of ratification will be forced to work a weekend shift. T/A

All work performed by employees in excess of eight (8) hours in any one day (or ten (10) hours for employees working a 4x10 schedule) or in excess of forty (40) hours in any one work week shall be considered overtime and shall be paid for at the rate of one and one-half (1 1/2) times the normal straight time rate of pay. When an unassigned driver bidding a five (5) day schedule covers a daily absence for a 4x10 driver, he shall be entitled to overtime after eight (8) hours. When such a driver covers an entire week of vacation for a 4x10 driver, the 4x10 overtime provisions shall apply.

Overtime shall be paid at the rate of double time (2x) for all hours worked in excess of twelve (12) hours in any one (1) day for employees working a 4x10 schedule.

Part-time employees shall be paid overtime for all hours worked in excess of five (5) hours in any one day and thirty-two (32) in any one week at the rate of time and one-half (1 ½) the regular hourly rate. T/A

Each employee shall receive a lunch period of thirty (30) minutes between the third (3rd) and fifth (5th) hour of work.

Whenever any regular employee is ordered to report for work and does report at the time specified, he shall be guaranteed not less than eight (8) hours (or ten (10) hours for employees working a 4x10 schedule) earning opportunity on each date that he so reports, providing, however, that this guarantee shall not apply when the facility must close as a result of an act of God.

Emergency lay off: The Employer must notify employees as soon as possible of an emergency closing, but no later than their start time. Any employee at the station at their start time not notified of the closing is guaranteed four (4) hours. All available work will be offered in seniority order. If worked the employee is guaranteed eight (8) hours. Whenever a part-time employee is ordered to report for work and does report at the time specified, he shall be guaranteed not less than four (4) hours earning opportunity on each day that he so reports, providing, however, that this guarantee shall not apply when the facility must close as a result of an act of God.

All work performed on the seventh (7th) consecutive work day (sixth (6th) consecutive work day for an employee working a 4x10 schedule) shall be paid for at two (2) times the normal straight time rate of pay for all hours worked, and the eight (8) hour (or ten (10) hour for employees working a 4x10 schedule) daily guarantee shall apply. T/A

No employee covered by this Local Rider shall be required to work more than ten (10) hours in any one (1) shift once returned to the terminal, absent operational necessity occurring during peak season.

If there are insufficient cover drivers to handle a shift, the Company will first offer the shift to a red-circled laid off driver who has already qualified for a guaranteed forty hours that work week, and then in order of seniority to the 4x10 drivers off that day prior to the use of any other employee who is not regularly scheduled, except for weekend work as described above. T/A

ARTICLE 27. ELIGIBILITY REQUIREMENTS FOR HOLIDAY PAY [NO CHANGE]

ARTICLE 28. DISCIPLINE AND DISCHARGE [NO CHANGE]

ARTICLE 29. JURY DUTY [NO CHANGE]

ARTICLE 30. FUNERAL LEAVE [NO CHANGE]

ARTICLE 31. HOLIDAYS

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All regular employees affected by this Agreement shall be permitted to observe the above holidays with pay of eight (8) hours for each holiday (or ten (10) hours for employees working a 4x10 schedule), regardless of the day of week in which the holiday occurs. Any unused personal holidays will be paid to the employee by the end of the January in the subsequent calendar year. T/A

When casual employees have worked not less than three (3) days in any one holiday week, they shall be permitted to observe the holiday occurring with pay.

Whenever a holiday occurs in a work week, overtime shall be paid for after thirty-two (32) hours (or thirty (30) hours for employees working a 4x10 schedule) of straight time have been worked during such work week. T/A

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ARTICLE 32. VACATIONS

Any part-time employee hired on or before the date of June 6, 2008 or any full-time employee who has completed one (1) year of service with the Company shall be granted two (2) weeks vacation with pay. Any employee who has completed five (5) years of service with the Company shall be granted three (3) weeks of vacation with pay. Any employee who has completed ten (10) years of service with the Company shall be granted four (4) weeks of vacation with pay. Any employee who has completed twenty (20) years of service with the Company shall be granted five (5) weeks vacation with pay.

An employee will be permitted to elect to convert up to one (1) week of vacation into five (5) personal days (or four (4) personal days for employees working a 4x10 shift). These personal days will count towards the eligible 5% personal days set forth below. T/A

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[Subject to grant of part-time vacation - See National Economics.] T/A

ARTICLE 33. SICK LEAVE

[NO CHANGE Other than grant of part-time sick leave - See National Economics.] T/A

ARTICLE 34. WAGES

See National Economic Settlement

[See National Economics for full-time and part-time wage increases and new part-time wage progression.] T/A

ARTICLE 35. PENSION

[See National Economics]

ARTICLE 36. HEALTH & WELFARE

[See National Economics for increases split between Pension and H&W for full-time employees. Participation in Local 355 H&W Fund limited to full-time employees. Part-time employees will be eligible to fully-funded DHL medical insurance under the Well Choice or Well Select plans per the National Economic Settlement.] T/A

ARTICLE 37. DURATION [NO CHANGE]

April 1, 2017 through March 31, 2022

ARTICLE 38. INSOURCING [NO CHANGE]