

SUMMARY OF TENTATIVE LOCAL 391 OFFICE CLERICAL LOCAL RIDER

ARTICLE 21. RECOGNITION

This Agreement is entered into by and between DHL EXPRESS (USA), INC. (hereinafter the "Company", "Employer" or "DHL") and LOCAL UNION 391, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS (hereinafter "Union" or "Local 391"). 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 391 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 preexisting collective bargaining agreement between the parties for the affected Office Clerical employees represented by Local 391.

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. SCOPE AND ASSIGNMENT OF UNIT WORK [NO CHANGE]

ARTICLE 23. JOB BIDDING AND FILLING OF VACANCIES [NO CHANGE]

ARTICLE 24. USE OF AND PERFORMANCE OF BARGAINING UNIT WORK BY PERSONNEL OTHER THAN FULL-TIME AND PART-TIME SENIORITY EMPLOYEES [NO CHANGE]

ARTICLE 25. SICK LEAVE [NO CHANGE]

*See Economics for Part-Time Sick Leave

ARTICLE 26. SENIORITY, LAYOFF & RECALL [NO CHANGE]

ARTICLE 27. HOURS OF WORK, WORK DAY, WORK WEEK, OVERTIME, AND SCHEDULING

A. Hours of Work.

The guaranteed work day for full-time employees shall be eight (8) hours per day. The guaranteed week for full time employees shall be forty (40) hours per week. All hours worked in excess of eight (8) hours in any one day shall be paid at one and one-half (1 ½) times the regular hourly rate. Employees required to work the sixth (6th) day after working their regular forty (40) hours shall receive one and one-half (1 ½) times for the work performed on the sixth (6th) day. Employees required to work a seventh (7th) consecutive day shall be paid double (2x) time for such hours worked.

The Employer and the Local Union by mutual agreement may establish a four (4) day work week with a daily ten (10) hour guarantee.

Any full-time employee reduced to a part-time shift and any full time employee laid off and recalled to a part-time shift shall be guaranteed six (6) hours, five (5) hours or four (4) hours depending on the part time classification they elect to fill. Any part-time employee hired after April 1, 2001 shall be guaranteed four (4) hours per day worked.

Laid off full-time employees will not be sent home after five (5) hours and replaced by part-time employees. Any part-time employee shall be guaranteed the hours of their assigned classification, i.e., six (6) hours, five (5) hours or four (4) hours.

Casual and part-time employees who work less than five (5) days per week shall be considered as casual employees and not be entitled to a weekly guarantee.

B. Scheduling

Full-time employees shall be scheduled for 5 consecutive days Monday through Friday or Tuesday through Saturday with the same starting time each day.

Full time employees may also be scheduled to work Sunday on straight time as set forth. Effective on the date of Ratification of the new agreement, the Company can implement full-time bidded positions that include Sunday. However such bids shall be for five - 8 hour consecutive days and require two (2) consecutive days off. (For example, a shift with Thursday-Monday work and Tuesday-Wednesday 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 can have Sunday included in the workweek schedule. Furthermore, if the total number of full-time Monday through Friday or Tuesday through Saturday bidded positions drops below the red-circled number of bidded full-time positions at a station (“red-circled by number”) as of the date of ratification, the Company shall be prohibited from using any of the weekend bids at that station. T/A

Full-time employees shall be given two days notice that their starting time or work week has been changed and such change will not be effective until the week following the week in which notice was given.

C. Assignment of Overtime [NO CHANGE]

**ARTICLE 28. DISCIPLINE AND DISCHARGE
[NO CHANGE]**

**ARTICLE 29. TEAM AND WHEEL CREDIT UNION
[NO CHANGE]**

**ARTICLE 30. LUNCH PERIOD
[NO CHANGE]**

ARTICLE 31. FRINGE BENEFITS

Section 1. Health and Welfare *See National Economics

Pursuant to Article 19, Section 2 of the DHL- Teamsters Office Clerical Operational Supplement, the Employer will continue all existing health care plans in effect for the part time employees ~~on the seniority list before April 1, 2008~~, and full time employees at substantially comparable benefit levels on the same basis provided all other plan participants, and costs as they existed on March 31, 2008. As long as the annual benefit funding increases outlined in the DHL - Teamsters Office Clerical Operational Supplement are not exceeded (up to \$1.00 per hour), the Employer is required to maintain all levels of benefits on the same basis as provided all other plan participants, during the life of this Local Rider through March 31, 2017. If the additional cost of maintaining all levels of benefits exceeds the funding increase available in any year, the Employer and local union will meet and determine if benefit levels should be adjusted or employees will be required to participate in paying for the premium necessary to continue the existing level of benefits. Full-time employees with forty (40) compensable hours per month shall not have any out of pocket premium expense as long as the annual benefit funding increases outlined in the DHL- Teamsters Office Clerical Operational Supplement are not exceeded by the additional cost (if any) of such benefits. Eligible part-time employees with eighty (80) compensable hours per month shall not have any out of pocket premium expense as long as the annual benefit funding increases outlined in the DHL- Teamsters Office Clerical Operational Supplement are not exceeded by the additional cost (if any) of such benefits. No employees will be required to pay additional premium costs during life of this Local Rider as long as the annual benefit funding increases outlined in the DHL - Teamsters Office

Clerical Operational Supplement are not exceeded by the additional cost (if any) of such benefits. T/A

In no event, however, shall the increase in the Employer's contribution, together with the increase in the Company's contribution to the Company 401(k) plan described in Article 31, Section 2 of this Local Rider, exceed one dollar ~~(\$1.00)~~ per hour per year per covered employee.

It is the intent of the Employer to provide full time and part time employees the benefits outlined in the employee handbook subject to the benefits contribution increase cap in Article 19, Section 2 of the DHL- Teamsters Office Clerical Operational Supplement. If the additional cost of maintaining all levels of benefits exceeds the funding increase available in any year, the Employer and local union will meet and determine if benefit levels should be adjusted or employees will be required to participate in paying for the premium necessary to continue the existing level of benefits.

Part time employees on the seniority list as of June 6, 2008 and all full time employees who work in excess of twenty (20) hours per week can elect to participate in the company's short term disability plan.

If the employee is injured on the job, the employer shall continue to provide insurance coverage until such employee returns to work. This will begin with the first day of the injury, however, such contributions shall not be paid for a period of more than twelve (12) months.

If an employee is absent because of illness or off-the-job injury and notifies the employer of such absences, the employer shall continue to make the required contributions for a period of up to one (1) year.

Section 2. 401k Plan

All part time employees ~~hired on or before June 6, 2008~~ and all full-time employees shall, after completing sixty (60) days of continuous service with the Employer, be allowed to participate in the Company's 401(k) Plan. Employees may contribute up to sixteen percent (16%) of their yearly salary. T/A

Pursuant to Article 20, Section 2 of the DHL- Teamsters Office Clerical Operational Supplement, the Employer shall make increased contributions 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 Local Rider during the term of this Local Rider through ~~March 31, 2017~~, 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 the increase in the Employer's contributions to the Company health and welfare plans described in Article 31, Section 1 of this Local Rider, exceed one dollar (\$1.00) per hour per year per covered employee. *See National Economics

ARTICLE 32. WAGES [NO CHANGES]

See National Economics

ARTICLE 33. HOLIDAYS [NO CHANGE]

***See Economics for Part-Time Holidays**

ARTICLE 34. VACATIONS [NO CHANGE]

***See Economics for Part-Time Vacations**

ARTICLE 35. DURATION

April 1, 2017 through March 31, 2022