

# SUMMARY OF TENTATIVE LOCAL 391 PUD LOCAL RIDER

AGREEMENT BETWEEN  
DHL EXPRESS  
and  
TEAMSTERS LOCAL UNION 391

## DRIVER DOCK

### ARTICLE 22. 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") covering all driver dock workers including part-time and casual employees of the Employer at the Raleigh-Durham airport station, Morrisville and Raleigh, North Carolina. 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 Driver and Dock 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 Driver-Dock 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.

The Employer and Union both recognize the territory for the driver dock worker force as it is defined in the reference map held at the employer's site.

### 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

#### Section 1. Definition.

The principles of seniority shall prevail at all times; however, ability and qualifications shall also be a governing factor in the application of such seniority. Seniority shall be defined as the date in which the employee was added to the seniority list as a regular full time and/or as a regular part time employee.

#### Section 2. Probationary Period

- A. Definition.** All newly hired employees within any unit covered by this Agreement shall be subject to a probationary period for thirty (30) working days, commencing with the first (1st) day on which the probationary employee regularly performs work for the Employer as a regular full-time or part-time employee. Days lost from work for any reason during the probationary period shall not be considered in computing such time period. The Employer, Employee and the Union may agree in writing to a thirty (30) calendar day extension of the probationary period for new employees.
- B. Seniority.** Seniority shall not accrue during the probationary period. Upon successful completion of the probationary period, however, an employee's seniority shall relate back to and be calculated from his/her date of beginning work within the unit covered by this Agreement.
- C. Discharge.** At any time during the probationary period, the Employer may layoff, discharge or discipline probationary employees and such action shall not be subject to the grievance and arbitration procedures of the

National Agreement. Upon attainment of seniority status, an employee's record shall be clear.

**D. Benefits Eligibility.** Unless otherwise provided, probationary employees shall not be entitled to fringe benefits set forth in this Agreement during their period of probationary employment and there shall be no retroactive payment for the same upon the successful completion of such period. Such probationary employees, however, shall be paid the contractual minimum wage rate for the classification in which they are placed. In those areas where Health, Welfare and Pension funds require payment then Employer shall make the necessary contributions.

### Section 3. Layoffs [NO CHANGE]

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

##### A. Hours of Work [NO CHANGE]

##### B. Scheduling

Full-time employees shall be scheduled for five (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.** However, the Employer may include in the bid an adjustment to the starting time on the first day of the week, i.e., Tuesday when Monday is a holiday. T/A

Full-time employees shall be given two (2) 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.

In the event that the operations are disrupted by an Act of God, then the Employer shall attempt to notify the employee prior to the start of his shift. Such notification shall cancel his work guarantee on that day. If the employee is not notified and reports to work, the employee shall be guaranteed their regularly scheduled hours.

If the Employer's airplane is late due to an Act of God, the Employer may reschedule the shifts on that day to accommodate the delay. Employees must be notified prior to the start of his start time of the rescheduling of shifts.

##### 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 20, Section 2 of the DHL - Teamsters Pickup and Delivery 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. As long as the annual benefit funding increases outlined in the DHL- Teamsters Pickup and Delivery 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, 2022** 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 Pickup and Delivery Operational Supplement are not exceeded by the additional cost (if any) of such benefits. **Part-time employees hired prior to March 31, 2008** 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 Pickup and Delivery 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 Pickup and Delivery 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.

**ARTICLE 35. DURATION**  
**For the Period of April 1, 2013 through March 31, 2017**

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 20, Section 2 of the DHL - Teamsters Pickup and Delivery 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 21, Section 2 of the DHL - Teamsters Pickup and Delivery 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**  
**\*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**