

SUMMARY OF TENTATIVE LOCAL 455 DOCK SHUTTLE LOCAL RIDER

PREAMBLE

This Agreement is entered into by and between DHL EXPRESS (USA), INC. (hereinafter the “Company”, “Employer” or “DHL”), the TEAMSTERS DHL NATIONAL NEGOTIATING COMMITTEE, and LOCAL UNION 455 affiliated with THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS (hereinafter “Union” or “Local 455. 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-Shuttle employees represented by Local 455 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 455.

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. EXPANSION OF OPERATIONS [NO CHANGE]

ARTICLE 23. PROBATIONARY EMPLOYEES [NO CHANGE]

ARTICLE 24. AIRPORT SECURITY [NO CHANGE]

ARTICLE 25. SENIORITY AND LOCAL WORK RULES [NO CHANGE]

ARTICLE 26. PAY FOR TRAINING AND TESTING

The Company is required to have employees qualified in the inspection of Hazardous Materials shipments. The time for the technical training of the number of employees the Company requires for these duties, as well as those required for Aircraft Safety and Weight and Balance training, will be time paid by the Company. The Employer shall compensate the employee

at their regular rate of pay for all classroom time training and testing. In any case, the employee’s daily shift guarantee will be protected. Employees who have to travel, by their personal vehicle will be paid mileage from the regular place of work to where they train. Recurrent training on Hazardous Materials shall be provided to all employees who are currently trained as of the effective date of this Agreement.

The Company agrees to compensate employees interested in obtaining their commercial drivers’ license (“CDL”) at their regular rate of pay for time spent for CDL testing on a one-time basis. This does not apply to time spent training for a CDL or obtaining a permit; however, the Company shall allow such interested employees the use of the equipment so required on Company property and on the employee's own time. T/A

ARTICLE 27. GENERAL PROVISIONS [NO CHANGE]

ARTICLE 28. WORK WEEK AND GUARANTEES

Section 1. Work Day, Work Week

- A. Full time employees shall be guaranteed five (5) consecutive eight (8) hour days, four (4) consecutive ten (10) hour days per week, **or four (4) non-consecutive ten (10) hour days per week**, based on the bid shift. **All full-time employees will have a minimum of two (2) consecutive days off in a bid work week.** T/A

Part-time employees working on the dock shall be guaranteed a minimum work week totaling no less than fifteen (15) hours per week, made up of segments of not less than three (3) hours each to be scheduled on no more than five (5) days.

Part-time shifts may be scheduled with non-consecutive work days. Part-time shifts will have a minimum of two (2) consecutive days off in a bid work week. All bid shifts will include Saturday, Sunday or both as a day off. Part-time shifts may include up to a maximum of four (4) different start times in the bid work week. Split shift start times will be considered two (2) separate start times. Split shifts may be full-time (8 **or 10** hours) or part-time made up of segments of not less than three (3) hours. Employees holding bid jobs totaling eight (8) hours or less per day will be paid overtime for any hours worked in excess of eight (8) hours. Employees holding bid jobs totaling more than eight (8) hours per day will be paid overtime for any hours worked in excess of their bid shift.

- B. [NO CHANGE]

C. [NO CHANGE]

ARTICLE 32. FUNERAL LEAVE [NO CHANGE]

Section 2. Holiday Week Guarantees [NO CHANGE]

ARTICLE 33. HOLIDAYS

ARTICLE 29. PART-TIME AND CASUAL EMPLOYEES

Section 1. Part-Time [NO CHANGE]

Section 2. Casual Employees

Definition of Casual Employee:

A. [NO CHANGE]

B. [NO CHANGE]

C. [NO CHANGE]

D. [NO CHANGE]

E. Except during the peak period from October 1 through December 31, when the Employer utilizes eight (8) hour supplemental casuals (or the equivalent thereof) at one location thirty (30) or more days in a sixty (60) consecutive day period, the Employer shall add one (1) regular employee to that location's regular seniority list, giving first preference to the casuals who have been used the longest. T/A

F. [NO CHANGE]

ARTICLE 30. MEAL PERIODS [NO CHANGE]

ARTICLE 31. SICK LEAVE

A. For part-time employees hired on or before June 6, 2008, and full-time employees, sick leave is earned at the rate of eight (8) days per contract year, up to a maximum of sixty-four (64) hours per year (or eighty (80) hours in the case for employees working a 4x10 bid). Unused sick days may be accumulated up to a maximum of thirty-six days (288 hours). All or any hours so accumulated may be utilized at any time for bona fide illness or injury (requires Doctor's statement). Any employee who was on the Seniority list at the beginning and the end of the contract year may cash out any unused sick time at contract anniversary date at the straight time wage rate for the prior contract year. Sick time shall be paid on a daily basis, calculated on the average daily hours worked over the past year for part-timers, and the bid day for full-time employees, all at the employee's current hourly rate. Employees are expected to schedule their own doctor and dental appointments during non-scheduled working hours. T/A *See Economics for Part-Time Sick Leave

B. [NO CHANGE]

C. [NO CHANGE]

A. All regular employees who have been on the payroll of the Employer at least forty-five (45) days shall receive pay for holidays named below regardless of which day of the week the holiday falls. In order to be entitled to holiday pay, an employee must work his/her regularly scheduled work day immediately preceding the recognized holiday or his/her regularly scheduled work day immediately following the holiday, in addition to the holiday when scheduled as part of the duty shift, unless such absences are due to scheduled vacations or floating holidays. Each eligible employee shall be paid for the holidays set forth below, based on his/her bid shift guarantee, and/or in accordance with subsection (G) of this Article: New Year's Day; Memorial Day; Fourth of July; Labor Day; Thanksgiving Day; Christmas Day; Employee's Birthday; Employee's Anniversary; and five (5) Personal Holidays. T/A

B. If work is required on a holiday, then it shall be offered to the employees within that classification by seniority. If the employee accepts such holiday work, then he/she shall be guaranteed four (4) hours' work for that day, and be paid at the double time rate (2x) for all hours worked, in addition to regular holiday pay. Holiday pay for time not worked shall be used in computing weekly overtime. T/A

C. [NO CHANGE]

D. [NO CHANGE]

E. [NO CHANGE]

F. [NO CHANGE]

G. Any part-time employee hired on or after June 6, 2008 shall be paid pro-rated holiday pay based on the hours worked the two weeks prior to the holiday.

*See Economics for Part-Time Holidays

ARTICLE 34. VACATIONS

Section 1. Vacations

Part-time employees hired on or before June 6, 2008, and full-time employees, who have completed one (1) year of service, shall receive two (2) weeks' vacation with pay. Such employees who have completed five (5) years or more of service shall receive three (3) weeks' vacation with pay. Such employees who have completed fifteen (15) years or more of service shall receive four (4) weeks' vacation with pay. Such employees who have completed twenty (20) years or more of service shall receive five (5) weeks' vacation with pay.

*See Economics for Part-Time Vacations

Section 2. Computation of Vacation Pay [NO CHANGE]

Section 3. Pro-Rata Vacations [NO CHANGE]

Section 4. General Provisions [NO CHANGE]

Section 5. Vacation Bidding

- A. Employees shall be entitled to take vacation in accordance with the procedures specified in subparagraph (B) of this Section, provided that a minimum of twenty-five percent (25%) of the total number of employees by classification (minimum of two (2) within the dock classification) shall be permitted to go on vacation between January 1st and October 1st of each year. T/A
- B. [NO CHANGE]
- C. [NO CHANGE]
- D. [NO CHANGE]

Section 6. Unemployment Compensation Deferral [NO CHANGE]

ARTICLE 35. PENSION
See National Economics

ARTICLE 36. HEALTH AND WELFARE
See National Economics

ARTICLE 37. MISCELLANEOUS [NO CHANGE]

**ARTICLE 38. CAUSE OF DISCHARGE AND
SUSPENSION [NO CHANGE]**

ARTICLE 39. DURATION
April 1, 2017 through March 31, 2022

APPENDIX “A” Wage Rates
See National Economics

Any employee who works a scheduled full-time split shift position shall receive a split shift differential of **\$1.00** per hour for all hours worked, including compensatory hours (sick, holiday, and vacation). T/A

T/AAny employee working as a Lead Agent shall receive a Lead Agent premium of one dollar (\$1.00) per hour paid up to a maximum of 40 hours per week for all compensatory hours in a week to include sick, holiday, and vacation. T/A

APPENDIX “B” [NO CHANGE]

**APPENDIX “C” SIDE LETTER: ATTENDANCE AND
WORK RULES
ATTENDANCE**

As a means to ensure that each employee executes their responsibility relative to good attendance, the following guidelines have been established to ensure the administration

of this policy is equitable and consistent among those it affects:

This no-fault attendance policy shall be administered in accordance with the following: 10 point system using a rolling twelve (12) month period:

- 1 Point
- 2 Points
- 3 Points
- 4 Points
- 5 Points
- 6 Points = **employee will be notified that any further points will lead to discipline** T/A
- 7 Points = Verbal Warning
- 8 Points = Warning Letter
- 9 Points = Three Day Suspension without pay
- 10 Points = Discharge

Any discipline applied under this policy must be on a progressive basis. After twelve months, any occurrence resulting in points shall roll off and the employee’s point total shall be reduced accordingly. Points shall be calculated under this policy on the following basis:

- Sick Occurrence = 1 Point
- Sick Occurrence when employee fails to provide at least one hour advance notice in the manner established by the Employer = additional (1/2) point.
- Late or leave early (up to 60 minutes) without Employer’s express approval= point
- Late or leave early (in excess of 60 minutes) without Employer’s express approval = 1 point
- Pattern Offense = additional (1/2) point

A Sick Occurrence = A single day of absence or consecutive days of absence for the same reason. A Pattern Offense = When an employee is absent on the first or last day of his or her regularly scheduled workweek more than **three times**, any subsequent such occurrence during the rolling twelve month period shall be considered a pattern offense. If a split shift employee, or part time employee that elects to work two four hour shifts, calls in sick for one of his or her shifts, or part of his or her split shift, this will count as only one occurrence. T/A

Exclusions: Authorized FMLA absences shall not count as an occurrence.

WORK RULES

Violations of the following work rules will not be permitted and violations thereof shall subject employees to discipline pursuant to principles and procedures set forth in Article 18, Section 1 (“Discipline and Discharge”) of the Operational Supplement: [NO CHANGE]