

SUMMARY OF TENTATIVE LOCAL 455 OFFICE CLERICAL 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 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 clerical 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 clerical 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 21. EXPANSION OF OPERATIONS [NO CHANGE]

ARTICLE 22. PROBATIONARY EMPLOYEES [NO CHANGE]

ARTICLE 23. AIRPORT SECURITY [NO CHANGE]

ARTICLE 24. SENIORITY AND LOCAL WORK RULES [NO CHANGE]

ARTICLE 25. PAY FOR TRAINING [NO CHANGE]

ARTICLE 26. GENERAL PROVISIONS [NO CHANGE]

ARTICLE 27. 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, 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. Emphasis shall be placed on maximizing the four (4) day, ten (10) hour/day shifts wherever operationally possible. 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. Part-time Office Clerical employees will be guaranteed a minimum work week totaling no less than twenty (20) hours per week, made up of segments of not less than four (4) 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. 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. T/A

- B. Any Part-time employee who is consistently worked more than thirty (30) minutes over the minimum shift guaranteed in his/her bid shift over a forty-five (45) day period (excluding the months of November and December) shall have his/her shift adjusted by adding one (1) hour to the shift. Such adjustment will be made without posting the shift for bid. The next general bid will reflect any such adjustments made between semi-annual general bids, unless the reason for the adjustment was of a temporary nature and no longer exists. The phrase "consistently worked" is understood to mean in excess of 75 % of the days worked in the forty-five (45) day period. Regular employees holding two (2) part-time shifts totaling eight (8) scheduled hours per day are excluded from this application.

- C. The Union shall have the right to file a grievance against the Employer should it consistently insist that employees work more than ten (10) hours in a day.

Section 2. Holiday Week Guarantees [NO CHANGE]

Section 3. Rest Periods [No Change]

ARTICLE 28. 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 29. MEAL PERIODS [NO CHANGE]

ARTICLE 30. 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 of employees working a 4x10 bid). Unused sick days may be accumulated up to a maximum of 36 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 the 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]

ARTICLE 31. FUNERAL LEAVE [NO CHANGE]

ARTICLE 32. HOLIDAYS

- 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. [NO CHANGE]

*See Economics for Part-Time Holidays

ARTICLE 33. VACATIONS

Section 1. Vacations

Part-time employees hired on or before June 6, 2008 and fulltime 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 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 34. PENSION [NO CHANGE]
See National Economics

ARTICLE 35. HEALTH AND WELFARE [NO CHANGE]
See National Economics

Section 1. Employer Contribution [NO CHANGE] *See National Economics

VEBA CONTRIBUTIONS [NO CHANGE]
**See National Economics*

TEAMSTERS SUPPLEMENTAL BENEFITS TRUST FUND [NO CHANGE]

ARTICLE 36. MISCELLANEOUS [NO CHANGE]

ARTICLE 37. CAUSE FOR DISCHARGE AND SUSPENSION [NO CHANGE]

ARTICLE 38. DURATION
April 1, 2017 through March 31, 2022

APPENDIX "A" Wage Rates
See National Economics

~~The following increases for full-time who have completed the new hire progression (and who were on the active seniority list as of June 6, 2008) shall take effect on the dates shown:~~

Effective dates	Hourly Increase
April 1, 2014	\$1.00
April 1, 2015	\$.60
April 1, 2016	\$.35
October 1, 2016	\$.25

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

Effective dates	Hourly Increase
April 1, 2014	\$.50
April 1, 2015	\$.30
April 1, 2016	\$.30

New Hire Rates

Rates for full-time new hires and any employee who has not completed the progression (current fulltime or current part-time) will be based on percentage of the current rate:

Progression:

Months of service from Hire Date	
0-12 months	70%
12-24 months	75%
24-36 months	80%
36-48 months	85%

At 48 months, employees go to 100% of rate in effect as of that date. Applies to all full-time employees in current progression as well as future full-time hires.

Rates of pay for part-time employees in the new-hire progression or hired after April 1, 2013 shall be as follows.
***See National Economics**

Start Rate	
12 mos	\$11.25
24 mos	\$11.60
36 mos	\$11.95
	\$12.30

The term "current rate" is the applicable hourly rate of pay for the job classification.

The above-listed wage increases do not include any cost of living allowance provided for in Article 21, Section 2 ("Wages-COLA") of the DHL- Teamsters National Agreement, which shall be calculated according to that article and section each year and added to then effective wage rates as appropriate.

The above rates shall not apply to casual employees. The casual starting rate shall be \$12.00. Casual employees shall receive eighty-five percent (85%) of the above-listed full-time wage increases by classification, which shall take effect on the dates shown above

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/A

Any 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" Letters of Understanding No. 1
[NO CHANGE]

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

WORK RULES [NO CHANGE]

APPENDIX "C"
SIDE LETTER: ATTENDANCE AND WORK RULES
ATTENDANCE

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 written notice in the manner established by the Employer = additional 1/2 point.
- Late or leave early (up to 60 minutes) = 1/2 point
- Late or leave early (in excess of 60 minutes) = 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