

SUMMARY OF TENTATIVE LOCAL 745 DOCK SHUTTLE LOCAL RIDER

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. 745, affiliated with THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS (hereinafter “Union”). 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 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 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 dock-shuttle employees represented by the Local Union.

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 [NO CHANGE]

ARTICLE 23 [NO CHANGE]

ARTICLE 24. SENIORITY

Section 1. Probationary Employees [NO CHANGE]

Section 2. Casual Employees

Notwithstanding any contrary provision in Article 11, Section 2 of the Pickup and Delivery Operational Supplement (“Use of and Performance of Bargaining Unit Work by Personnel Other Than Full-Time Seniority Employees - Casuals”), the following provisions shall apply.

Casual employees shall only be used to supplement a regular shift and will be terminated no later than the regular shift they are supplementing. No casual employee may work past the end of the shift he/she is supplementing or replacing. Casuals

shall not work overtime on the shift unless all regular employees working the shifts they are supplementing or replacing have been offered overtime, regardless of the work being performed. The only exceptions to this would be if the casual has worked past their sixth (6th) hour, he/she may complete his/her eight (8) hours or unless there are no regulars on the same shift in the same area of the city.

Each casual employee shall be guaranteed four (4) hours’ pay when called to work. If, however, the employee works more than six (6) hours, the employee shall be guaranteed eight (8) hours’ pay and may complete eight (8) hours of work. The employee may be called to work more than one time each day, such as morning and evening, if used to supplement regular crews.

A casual employee is an individual who is not on the regular seniority list and who is not serving a probationary period. A casual may be either a replacement casual or a supplemental casual as hereinafter provided.

Casuals shall not have seniority status. Casuals shall not be discriminated against for future employment.

Replacement casuals may be utilized by the Employer to replace regular employees when such regular employees are off due to illness, vacations, or other absence, and shall not be counted in the computation of adding employees to the regular seniority list. In order for the Employer’s utilization of replacement casuals not to be counted in the computation of adding employees to the regular seniority list, the replacement casual must work the shift of the regular employee or within two (2) hours of said regular employee’s shift.

When the absence of a regular employee continues beyond three (3) consecutive months, a replacement casual shall not thereafter be used to fill that absence unless the Employer and the Local Union mutually agree to the continued use of a replacement casual.

Supplemental casuals may be used to supplement regular crews and for each six (6) man-hours worked per day during any thirty (30) days of such two (2) calendar month period the Employer will add a regular employee. **This provision shall not apply during the time period of October 1st through December 31st.** The Employer shall have the right of selection of the employees to be added to the seniority list.

TA

Casual employees shall not accrue seniority. The selected casual employee seniority date shall be the date of his/her

selection, however, when the Local Union and the Employer agree that casuals have qualified under the provisions of this Agreement the Employer must add the selected employees to the regular seniority list within fourteen (14) calendar days.

A casual employee working over eight (8) hours per day and/or forty (40) hours per week for the same Employer shall receive the applicable rate of pay.

Casual hours worked in parallel shall not be considered as man hours worked to qualify for regular employment as provided above.

A monthly list of all casuals (supplemental or replacement) and/or probationary employees used during that month shall be submitted to the Local Unions by the tenth (10th) day of the following month. Such list shall show:

- (a) The employee's name, address, telephone number and social security number,
- (b) The dates worked,
- (c) The classification of work performed each day, and the hours worked; and,
- (d) The name, if applicable, of the employee replaced.

This list shall be compiled on a daily basis, and shall be available for inspection by a Union representative and/or shop steward.

Section 3. [NO CHANGE]

Section 4. [NO CHANGE]

ARTICLE 24. SENIORITY

The following provisions are in addition to the seniority provisions in Article 13 of the Pickup and Delivery Operational Supplement ("Seniority, Layoff & Recall"). In addition to the provisions of Article 13, Section 7 of the Pickup & Delivery Operational Supplement ("Termination of Seniority"), an employee's seniority shall be broken by absence from work for **one hundred and twenty (120)** hour period after proper notice from the employer (the **one hundred and twenty (120)** hour notice excludes Sundays and all holidays, including non-contractual holidays when the United States Postal Service is officially closed). The **one hundred and twenty (120)** hour period shall begin with the day following the postmark of proper notification. TA

Sections 1-7 [NO CHANGE]

ARTICLE 25. GRIEVANCE PROCEDURE
[NO CHANGE]

ARTICLE 26. ABSENCE

Section 1 [NO CHANGE]

Section 2

Sick/Personal Leave

Effective April 1, 2008, part-time employees on the seniority list on June 6, 2008 and all full-time employees shall accumulate **seven (7)** sick/personal leave days per year. Compensation for sick/personal leave will be based on the hourly shift the employee is working at the time of the absence, not to exceed **fifty-six (56)** hours for each contract year. TA

ARTICLE 27. DISCHARGE OR SUSPENSION
[NO CHANGE]

ARTICLE 28. EXAMINATIONS AND IDENTIFICATION FEES [NO CHANGE]

ARTICLE 29. PAY PERIOD [NO CHANGE]

ARTICLE 30. HEALTH AND WELFARE
[HOLD FOR ECONOMICS]

ARTICLE 31. PENSION
[HOLD FOR ECONOMICS]

ARTICLE 32. VACATIONS

Part-time employees on the seniority list on June 6, 2008 and all full-time employees are eligible for vacations as follows.

Section 1-6 [NO CHANGE]

Section 7.

At least fifteen percent (15%) of the employees at the terminal involved shall be permitted to take their vacation at the same time.

Vacations may be taken in increments of one (1) week at a time.

It is further agreed that an employee may take one week of his/her earned vacation (five (5) days total), one (1) day at a time if the employee has earned two (2) weeks of vacation. An employee may take two weeks of his/her earned vacation (ten (10) days total), one (1) day at a time if the employee has earned three (3) weeks or more vacation. At least **seventy-two (72)** hours' notice will be required (except by mutual agreement) and the Employer will verify the request **seventy-two (72)** hours prior to the requested vacation day(s). The number off will be subject to the fifteen percent (15%) provision in Section 7 of this Article and the fifteen percent (15%) provision in Section 9 of this Article. Seniority will control when more requests are made than can be permitted to be off and one (1) week increments will take priority over day(s). During the **seventy-two (72)** hours prior to vacation day(s), no bumping will be permitted. TA

When the employee takes the first (1st) day of such daily vacation, he/she will be paid for a full week vacation. However, if the employee makes a written request, at the time of scheduling such one (1) day vacation, he/she will be paid for such day(s) with his/her check for the week in which the vacation day(s) fall and such day(s) shall be included in the above mentioned fifteen percent (15%).

Time lost due to sickness or injury shall be considered days worked but shall not be included in the computation to determine average daily earnings. This shall not apply where an employee has been off due to sickness or injury more than fifty percent (50%) of the workdays during the year.

Section 8. [NO CHANGE]

Section 9.

It is understood that during the first year an employee must have been employed for the full year, exclusive of injury or sickness, in order to be entitled to a vacation. During the second subsequent years the employee must have worked sixty percent (60%) of the total working days of the year, but need not be employed for the full year to be eligible for vacation. In determining the sixty percent (60%) of days worked, include all paid days such as holiday pay, vacation days, sick/personal leave, jury duty, funeral leave, in the respective year of vacation accrual. No more than one (1) vacation may be earned between anniversary dates of employment.

Vacation which has been accrued can be taken consecutively with vacation that has been earned on sixty percent (60%).

An employee working ten (10) hour shifts will accumulate days toward vacation in the following manner:

One (1) day worked	One (1) days credit
Two (2) days worked	Two (2) days credit
Three (3) days worked	Four (4) days credit
Four (4) days worked	Five (5) days credit

Past practice shall prevail both as to the time of taking vacation and the number of employees entitled to be off on vacation at any time provided that a minimum of fifteen percent of the total number of employees by classification shall be permitted to go on vacation between May 1st and October 1st each year. Vacation bidding shall commence on April 1 each year and last no later than the final day of the month. During the bidding process, an employee will select two (2) vacation slots of single weeks by seniority. Following the bid, an employee may opt out of the vacation week(s) and may, but is not required to, bid for another week that does not result in vacation above the fifteen percent (15%) cap or displace the prior vacation bid of another employee. Employees will otherwise be allowed to request vacation pursuant to past practice, provided that the vacation request does not result in vacation above the

fifteen percent (15%) cap or displace the prior vacation bid of another employee. TA

If an employee's paid vacation period accrues or is payable during a period in which he/she is otherwise entitled to unemployment compensation, the employee's right to and payment for such vacation shall be deferred until after termination of the unemployment benefit period. The Employer waives the privilege of allocating vacation pay to past, present, or future weeks of unemployment.

ARTICLE 33. HOLIDAYS [NO CHANGE]

ARTICLE 34. PAID-FOR TIME [NO CHANGE]

ARTICLE 35. WAGES

Section 1. Wages and Hours [NO CHANGE]

**Section 2. Rates of Pay
[HOLD FOR ECONOMICS]**

Section 3-12. [NO CHANGE]

ARTICLE 36. FUNERAL LEAVE [NO CHANGE]

ARTICLE 37. MOONLIGHTING [NO CHANGE]

ARTICLE 38. LOCAL PRACTICES

The Company will call employees remaining in-town while on vacation only after other employees have refused work, and then in seniority order.

The parties will continue the practice of not using preferential casuals.

The parties will continue the practice of using emergency vacation days, but such use of emergency vacation days will be counted as an "incident" for attendance purposes under the applicable attendance policy on a case-by-case basis.

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The MPS and international dock scanning functions have historically been performed by employees covered by the Office Clerical Rider. However, this work may also be performed by an employee covered by the Dock Shuttle Rider, provided that the Company maintains at least fifteen (15) full-time Office Clerical positions collectively at all locations covered by the Office Clerical Rider ("Red-Circled Number"), and at least two Office Clerical shifts per location will perform such work. TA

The Red-Circled Number will increase to sixteen (16) by September 1, 2018, seventeen (17) by September 1, 2019, eighteen (18) by September 1, 2020 and twenty (20) by September 1, 2021. In the event the number of full-time Office Clerical positions falls below the Red-Circled

Number, the MPS work may only be performed by Dock Shuttle employees when there is no available Office Clerical employee. TA

The Company may centralize the consolidation and reconciliation of customer supplies outside of the jurisdiction provided that the consolidation does not result in a reduction of bided positions.

**ARTICLE 39. DURATION
[CONSISTENT WITH NATIONAL AGREEMENT]**

**MEMORANDUM OF UNDERSTANDING
REGARDING "AIR CONTAINERS"
[REMOVE]**

**MEMORANDUM OF UNDERSTANDING
REGARDING ATTENDANCE CATEGORIES:**

There shall be three (3) categories of offenses under the attendance program.

Tardiness Absence Pattern Absences

1. Tardiness: is a failure to protect start time whether by reason of reporting to work late, or leaving work early. Failure to do so will be considered tardy.

Two incidences of tardiness in a thirty (30) day period will be considered excessive and subject to the progressive discipline steps listed below. In other words, the employee will be subject to discipline at the time of his/her second incident in thirty (30) days.

If an employee notifies their supervisor prior to the beginning of their shift that they will be late, that employee has until one (1) hour after their start time to report to work. After that hour, the company has the option of allowing the employee to work, filling the shift with another employee, or not filling the shift.

If an employee does not notify their supervisor prior to the beginning of their shift that they will be late, that employee has until thirty (30) minutes after their start time to report to work. After that 30 minutes, the company has the option of allowing the employee to work, filling the shift with another employee or not filling the shift.

If an employee reports to work late, the company is not required to allow the employee to work beyond the end of the employee's scheduled shift to make up any lost time.

In either case, nothing shall prevent the company from taking appropriate disciplinary action.

2. Absence: is a failure to report to work on one (1) or more consecutive days. (Provided, however, if the failure to report to work is due to legally required, or agreed to leave of absence, e.g. workers compensation, FMLA, etc., then this period of leave shall not constitute an incident of absence, for the purpose of the attendance policy.)

Employees must call a supervisor two (2) hours prior to their start time if they are going to be absent. If two (2) hour notice is not given, this will be classified as failure to protect his/her shift, which will be treated as a separate offense.

They must also call each day that they will be out and inform a supervisor when he/she will be returning to work.

Two (2) incidents of absence in a thirty (30) day period will be considered excessive and subject to the progressive discipline steps listed below. In other words, the employee will be subject to discipline at the time of his/her second incident in thirty (30) days.

3. Pattern Offense: is a sequence of like kind incidents (such as extending weekends, vacations, holidays) in a given period of time.

The two (2) types of pattern offenses are Absenteeism and Tardiness. **TA**

Three (3) incidents of absence in a one-hundred eighty (180) day period where such absence is wrapped around a weekend, or holiday, or vacation established pattern offense. To clarify, at the time of the third occurrence the employee will be subject to step one of the discipline program.

Six incidents of **either absence or** tardiness in a one-hundred eighty (180) day period where such absence is wrapped around a weekend; or holiday, or vacation establish an initial pattern offense. To clarify, at the time of the sixth occurrence the employee will be subject to stop one of the discipline program. **TA**

Each incident of absence or tardiness thereafter shall constitute an additional pattern offense. Each pattern offense will be subject to progressive discipline independent of, or in addition to 1. Tardiness and 2. Absence.

Any period of one-hundred eighty (180) days following the establishment of a pattern in which the employee has zero incidents of absence or tardiness will result in the elimination of that particular pattern,

Progressive Discipline:

A. Steps

1st step	Written Warning Letter
2nd step	Final Warning Letter
3rd step	Subject to Suspension
4th step	Subject to Discharge

The progressive discipline steps will be applied to unlike offenses.

B. Credit

1. If an employee is in the progression, and has no further incident thirty (30) days from the date of the last incident, then he/she shall revert back one prior disciplinary step.
2. For each thirty (30) day period thereafter in which the employee has no further incident, the next prior disciplinary step shall be dropped.
3. In the event the employee ascends to a higher step in the progression, further credit shall be provided in accordance with B 1. and 2. above.

Note: Split shift employees can only have one incident, counted against them per day. Thirty (30) day credit period applies to Tardiness and Absence only.

Management reserves the right to review any exceptions to the above stated policy on a case by case basis.

The term of this Memorandum of Understanding is subject to and controlled by all of the provisions of Article 27 of the National Agreement (“Duration”) between the parties hereto.

**MEMORANDUM OF UNDERSTANDING FOR
CINGULAR/ATC LOCATION
[REMOVE]**

**MEMORANDUM OF UNDERSTANDING FOR U.S.
ONCOLOGY/ATC LOCATION
[REMOVE]**

**MEMORANDUM OF UNDERSTANDING
REGARDING DHL@HOME DELIVERIES
[REMOVE]**

CALL-IN LETTER OF AGREEMENT

The Parties agree to revise the Letter of Agreement to provide that, “Any work on a 6th or 7th day punch performed by regular, full-time employees of the Local 745 Dock Shuttle and Clerical Agreements will be guaranteed a minimum of six (6) hours of work.” TA

**MEMORANDUM OF UNDERSTANDING REGARDING
SPLIT SHIFT**

Add - Regular full-time employees holding a split shift position will receive a one dollar per hour (\$1.00/hr) premium working both shifts of a split shift.” TA