

# SUMMARY OF TENTATIVE LOCAL 769 CLERICAL GATEWAY 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 ("TDHLNNC"), representing Local Unions affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, and LOCAL UNION 769, affiliated with THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS (hereinafter "Union" or "Local 769"). 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 Gateway 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 Gateway employees represented by Local 769 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).

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 10. BARGAINING UNIT [NO CHANGE]

## ARTICLE 11. STEWARDS [NO CHANGE]

## ARTICLE 12. UNION VISITATION PRIVILEGES [NO CHANGE]

## ARTICLE 13. SCOPE AND ASSIGNMENT OF UNIT WORK [NO CHANGE]

## ARTICLE 14. PART TIME EMPLOYEES [NO CHANGE]

## ARTICLE 15. USE OF AND PERFORMANCE OF BARGAINING UNIT WORK BY PERSONNEL OTHER THAN REGULAR EMPLOYEES [NO CHANGE]

## ARTICLE 16. WORK DAY, WORK WEEK, SCHEDULING [NO CHANGE]

## ARTICLE 17. JOB BIDDING & FILLING OF VACANCIES [NO CHANGE]

## ARTICLE 18. SENIORITY, LAYOFF AND RECALL [NO CHANGE]

## ARTICLE 19. ATTENDANCE AND APPEARANCE POLICIES [NO CHANGE]

## ARTICLE 20. DISCIPLINE AND DISCHARGE [NO CHANGE]

## ARTICLE 21. WAGES & COMPENSATION See National Gateway Economic Settlement

## ARTICLE 22. VACATIONS See National Gateway Economic Settlement

## ARTICLE 23. HOLIDAYS [NO CHANGE]

## ARTICLE 24. HEALTH AND WELFARE

**All eligible non probationary full and incumbent part time employees will be eligible to participate in the National Employee Health Plan. The employer agrees to make the following monthly contributions for each active, non-probationary full and incumbent part-time employee: T/A**

**Effective November 1, 2017, and on November 1 of each remaining contract year through November 1, 2021, the Employer agrees to contribute to the National Employee Health Plan an increase of up to seventy-five cents (\$0.75) per hour per year per covered employee. The Employer also agrees that if there is any excess unused money from the \$.75 increase, such excess shall be carried over to cover any costs in later years of the agreement and shall be used in the event the \$.75 per hour increase is insufficient to cover the increases in a given year. T/A**

**Effective November 1, 2020, the Employer shall allocate up to an additional \$.50 per hour to cover Health and Welfare contribution increases to the National Employee Health Plan in the event that the above increases are insufficient to cover required increases in health and welfare contribution rates necessary to maintain existing health and welfare benefit levels. In the event that the health and welfare fund contribution increase in the benefit year beginning November 1, 2020 does not required the entire amount, the unused portion of the additional \$.50 per hour**

shall be banked for use, if necessary, to fund health and welfare increases in the November 2021 benefit year. T/A

Such contributions shall be made on behalf of each employee who has been on the payroll for thirty (30) days or more as a regular full-time employee in the bargaining unit. Any costs for coverage assessed by the National Employee Health Plan in excess of the Employer's contribution as stated above shall be paid by the employee by weekly tax sheltered payroll deductions. T/A

By the execution of this Local Rider, the Employer agrees to enter into appropriate trust agreements necessary for the administration of such Fund, and to designate the Employer Trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority. T/A

The Employer shall have no obligation under or arising from this Article except to pay the agreed-upon contributions. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contribution for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months. T/A

During the open enrollment period each year, employees may opt to participate in the DHL health insurance instead of the National Employee Health Plan on the same terms that all other DHL non-union hourly employees participate. The conditions for enrolling in the DHL insurance plan will be governed by the plan documents applicable to similarly situated DHL employees. An employee opting to participate in the DHL health insurance plan will not be eligible to participate in the National Employee Health Plan. T/A

**ARTICLE 25. RETIREMENT PLANS**  
*See National Gateway Economic Settlement*

**ARTICLE 26. LEAVES OF ABSENCE [NO CHANGE]**

**ARTICLE 27. MISCELLANEOUS [NO CHANGE]**

**ARTICLE 28. TERMINATION [NO CHANGE]**