

SUMMARY OF TENTATIVE LOCAL 162 RAMP LOCAL RIDER

For the Period of
~~January 26, 2020~~ April 1, 2022 Through ~~March 31, 2022~~ March 31, 2026

ARTICLE 22. RECOGNITION

This Agreement is entered into by and between DHL EXPRESS (USA), INC. (hereinafter the "Company", "Employer" or "DHL"), the TEAMSTERS DHL NATIONAL NEGOTIATING COMMITTEE (hereinafter "TDHLNNC"), and LOCAL UNION 162, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS (hereinafter "Union" or "Local 162") covering all ramp employees in Portland, Oregon. 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, 2022~~2017~~ through March 31, 2026~~2022~~. This Local Rider shall not become effective unless and until it is ratified by the Employer's ramp employees represented by Local 162 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).

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 ramp employees represented by Local 162.

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.

Where used in this Addendum, words in the masculine also shall be used and construed as in the feminine in all cases where such construction would so apply.

ARTICLE 23. SENIORITY RIGHTS

Section 1. Seniority.

There shall be one (1) DHL Ramp (Non-Driving) Operation seniority list. All benefits to apply as per company seniority.

Section 2. Seniority Application.

No Change Except as noted below

(a) Seniority shall be granted any employee who has completed ~~ten (10) training days and forty five (45)~~ fifty (50) working days. The employee's seniority date shall be their first date of employment.

ARTICLE 24. WORKING HOURS / WORKING CONDITIONS

No Change

Except as Noted Below

Section 1.

Ramp workers shall be guaranteed at least three (3) hours of work or pay per shift. ~~With the exception of those Ramp employees on the seniority list as of April 1, 2017, hours~~ **Hours** of work for ramp workers shall consist of one (1) shift of three (3) hours in the a.m. or the p.m. Ramp employees ~~on the seniority list as of April 1, 2017, shall continue to~~ have the option to select to bid either one (1) or two such (2) shifts, one (1) in the a.m. and/or one (1) in the p.m. Ramp workers shall select shifts on a seniority basis. Ramp workers may volunteer to work additional shifts to cover absences or operational need, and the Company shall assign volunteers by seniority, but ramp workers shall not be required to work more than one (1) shift. The workweek for ramp workers shall be Monday through Sunday. All known work assignments shall be bid on a quarterly basis. All other assignments which are not known at the time of the quarterly bid shall be bid by seniority as needed. Additional shifts may be created by mutual agreement between the Company and the Union. The Union shall not unreasonably withhold agreement. ~~Ramp workers may work up to a maximum of thirty two (32) hours per week.~~

ARTICLE 25. WAGE RATES

Section 1.

The following wage rates will apply for existing part-time ramp employees is as follows:

4/1/17	4/1/18	4/1/19
4/1/20	4/1/21	
\$18.585	\$19.085	
\$19.585	\$20.085	
\$20.585		

4/1/22	4/1/23	4/1/24	
	4/1/25		
\$22.165	\$22.795	\$23.295	\$23.795

Section 2.

The part-time wage progression for **existing employees in progression and** those part-time ramp employees hired after **April 1, 2022** ~~April 1, 2017~~ is as follows:

Hire	\$15.50 \$20.00
12 months	\$16.00 \$21.00
24 months	\$16.50 \$22.00

ARTICLE 26. HEALTH & WELFARE

Section 1.

Effective April 1, ~~2022~~2017 (based on March ~~2022~~2017 hours), the Employer shall pay to the Oregon Teamsters Employers Trust the sum of ~~\$1,516.40~~ **\$1,724.33** per month for Plans F-W, Dental 6, Vision 4, Supplemental Time Loss and Retirees 3, on behalf of each employee employed under this Agreement who will have been compensated by the Employer for not less than eighty (80) hours during the previous calendar month. It shall be the duty of the Trustees of the Oregon Teamsters Employers Trust to prescribe insurance coverage and benefits for such amount of premium to cover employees under this Contract.

Section 2.

The Employer agrees that during the life of this agreement should the Trustees of the Health and Welfare, Dental, Vision and Retirees Plans determine during the life of the Agreement that it is necessary to increase the monthly premium rate in order

to maintain the same schedule of benefits provided under Plans F-W, Dental 6, Vision 4, Supplemental Time Loss and Retirees 3, the Employer shall pay the increased monthly premium rate provided said increases do not exceed the one dollar (\$1.00) **following for each employee per hour for each year of the contract as allocated between health and welfare, HRA and pension plan by the Area Rider Co-Chairs: \$1.25 per hour effective April 1, 2022; \$1.00 per hour effective April 1, 2023; \$1.25 per hour effective April 1, 2024; and \$1.00 per hour effective April 1, 2025,** per hour per employee for each year of the contract as allocated between the health and welfare and pension plan by the Area Rider Co-Chairs. Any unused health and welfare amounts designated by the Area Rider Co-Chairs shall be utilized in order to off-set increased costs (if any) in successive plan years. Effective January 1, ~~2026~~2022 any unused allocated health and welfare amounts shall be designated for use by the pension plan.

~~Effective August 1, 2019, the Employer shall allocate up to an additional \$.50 per hour to cover Health and Welfare contribution increases in the event that the otherwise allocated \$1.00 per hour is insufficient to cover required increases in pension and health and welfare contribution rates necessary to maintain existing health and welfare benefit levels. In the event that the applicable health and welfare fund contribution increase in the benefit year beginning August 1, 2019, combined with any required pension contribution rate increase in that year, is less than \$1.50 per hour, the unused portion of the additional \$0.50 per hour shall be banked for use, if necessary, to fund health and welfare increases in the benefit years beginning August 1, 2020, and/or August 1, 2021.~~

~~Effective August 1, 2021, the Employer shall allocate up to an additional \$.50 per hour to cover Health and Welfare contribution increases, combined with any remaining portion of the additional \$.50 per hour allocated on August 1, 2019, and referenced in the previous paragraph, are insufficient to cover required increases in pension and health and welfare contribution rates necessary to maintain existing health and welfare benefit levels during that year.~~

~~If the increase in applicable Health and Welfare contribution rates in the benefit years beginning August 1, 2019; August 1, 2020; or August 1, 2021, is \$.75 per hour or more, the Local Union shall have the option to designate up to \$.25 per hour (or the maximum amount remaining in the additional \$.50 per hour allocations set forth above, whichever is less) to fund additional pension contributions during that year.~~

In the event the amounts allocated by the Area Rider Co-Chairs are not sufficient to meet the amounts required to maintain the same schedule of benefits, or the amount exceeds the amount provided under Article 20 of the PUD Operational Supplement, responsibility for such shortages shall be borne by the employees on a monthly, lump sum, pre tax basis. In the event of such an occurrence the Area Rider Co-Chairs shall meet to establish the specific amounts required and designate the specific pay period in which they are to be deducted.

Section 3.

The parties agree to accommodate the Union, the Employer, the employees and the Health & Welfare Trust in regards to qualified health maintenance organizations, if so determined by the Trustees.

(New) Section 4. OTET HEALTH CARE REIMBURSEMENT PLAN

Effective February 1, 2022 (based on January 2022 hours) the Employer agrees to contribute into the Oregon Teamster Employers Trust, Healthcare Reimbursement Plan, \$86.67 per month for each month in which an employee working and covered under this Agreement qualifies for health and welfare coverage as outlined in Article 26 Section 1. The Employer’s only obligation is to contribute the agreed upon amounts to the Trust and the Employer does not agree to fund or guarantee any benefits by the Plan.

As of January 1, 2022 there was one dollar and forty four cents (\$1.44) in unspent health and welfare remaining at the end of the 2017-2022 labor agreements. The Union proposed, and the Employer agreed, to divert one dollar (\$1.00) per hour (\$86.67 per month) to establish the Oregon Teamster Employers Trust Health Care Reimbursement Plan for each eligible employee to be effective February 1, 2022 (based on January 2022 hours). The balance of forty four cents (\$0.44) per hour in unspent health and welfare is diverted to the pension effective February 1, 2022 (on January 2022 hours).

ARTICLE 27. 401(K) PLAN
No Change

ARTICLE 28. PENSION
Section 1.

The Employer shall pay into the Western Conference of Teamsters Pension Trust Fund on account of each member of the bargaining unit, for each hour for which compensation is paid not to exceed 2,080 hours per calendar year.

~~Effective April 1, 2017 (on March 2017 hours)~~

Basic Rate
\$8.05

Effective February 1, 2022 (on January 2022 hours)

Basic Rate
\$10.35

Effective April 1, ~~2022~~2017, based on March ~~2022~~2017 hours and all months thereafter not to exceed 2,080 hours in a calendar year, the Employer shall increase the contribution to the Western Conference of Teamsters Pension Trust Fund for each member of the bargaining unit by an amount as directed by the Area Rider Co-Chairs, but in no event shall the increase exceed ~~\$1.25~~\$1.00 per hour, per year, for all health and welfare, **HRA** and pension benefits contained herein.

Effective April 1, ~~2023~~2018, based on March ~~2023~~2018 hours and all months thereafter not to exceed 2,080 hours in a calendar year, the Employer shall increase the contribution to the Western Conference of Teamsters Pension Trust Fund for each member of the bargaining unit by an amount as directed by the Area Rider Co-Chairs, but in no event shall the increase exceed ~~\$1.00~~\$1.00 per hour, per year, for all health and welfare, **HRA** and pension benefits contained herein.

Effective April 1, ~~2024~~2019, based on March ~~2024~~2019 hours and all months thereafter not to exceed 2,080 hours in a calendar year, the Employer shall increase the contribution to the Western Conference

of Teamsters Pension Trust Fund for each member of the bargaining unit by an amount as directed by the Area Rider Co-Chairs, but in no event shall the increase exceed \$1.25 \$1.00 per hour, per year, for all health and welfare, HRA and pension benefits contained herein.

Effective April 1, ~~2025~~2020, based on March~~2025~~2020 hours and all months thereafter not to exceed 2,080 hours in a calendar year, the Employer shall increase the contribution to the Western Conference of Teamsters Pension Trust Fund for each member of the bargaining unit by an amount as directed by the Area Rider Co-Chairs, but in no event shall the increase exceed\$1.00\$1.00 per hour, per year, for all health and welfare, HRA and pension benefits contained herein.

~~Effective April 1, 2021, based on March 2021 hours and all months thereafter not to exceed 2,080 hours in a calendar year, the Employer shall increase the contribution to the Western Conference of Teamsters Pension Trust Fund for each member of the bargaining unit by an amount as directed by the Area Rider Co-Chairs, but in no event shall the increase exceed \$1.00 per hour, per year, for all health and welfare and pension benefits contained herein.~~

Section 2.

No Change

Section 3.

No Change

Section 4.

No Change

Section 5.

No Change

Section 6.

No Change

ARTICLE 29. VACATIONS

No Change

ARTICLE 30. HOLIDAYS

No Change Except as Noted Below

Section 1.

New Year's Day (Jan 1st)
FiveOptional Holidays of
Employee's Choice
Memorial Day
(e.g., Martin Luther King Jr Day,
Fourth of July
President's Day, Columbus Day,
Etc.)
Labor Day
Thanksgiving Day
Christmas Day (Dec 25)
MLK Day

ARTICLE 31. FUNERAL LEAVE

No Change

ARTICLE 32. SICK LEAVE

Section 1.

~~Effective the date of ratification,~~This Agreement shall provide for six (6) days

sick leave in each year of the Contract for part-time employees.

Section 2.
No Change

Section 3.
No Change

Section 4. Worker's Compensation.

No Change

Section 5. Hospital Leave.
No Change

Section 6.

~~Effective the date of ratification of this Agreement, e~~ Employees shall accumulate sick leave at the rate of one (1) hour for every 30 hours worked or one-half (1/2) day per month, whichever is greater. Accumulation of sick leave will not exceed forty (40) hours in each year. Sick leave shall be taken only for the purpose of a bona fide illness, injury or under the provisions of applicable law.

Section 7. Sick Leave Bank.

No Change

Section 8.

No Change

ARTICLE 33. JURY DUTY

No Change

ARTICLE 34. NON-DISCRIMINATION

No Change

ARTICLE 36. ATTENDANCE
No Change

ARTICLE 37. EXAMINATIONS
No Change

ARTICLE 38. NOTIFICATION TO THE UNION

ARTICLE 39. PAYROLL
No Change

Except as Noted Below

Section 2. Time Cards

A weekly time card report shall, upon request to the AM supervisor, be distributed to each employee on Monday of each week and shall contain information regarding for each day:

- Scanned in
- Start time
- Lunch
- Scanned out
- Straight time hours
- Overtime hours

In the event an employee's regular payroll check or draft is not available by the close of the normal business hours on the employee's regular payday, upon request of the employee, the Employer shall issue drafts whenever possible.

In the event of a payroll shortage equal to or greater than a full days pay, the Employer shall issue a draft upon request of the employee. Such draft shall be available by the end of thesecond (2nd)business day followinging theday the shortage was due.Failure to comply shall subject the Employer to pay liquidated damages in the amount of eight (8) hours pay for each day of delay.

Payroll shortages equal to or greater than fifty dollars (\$50.00), but less than a full days pay, shall be handled pursuant to Article 13 of the National Agreement.

ARTICLE 40. DURATION

The term of this Local Rider is subject to and controlled by all of the provisions of Article 28 of the National Agreement ("Duration") between the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this

_____ day of_____.