

SUMMARY OF TENTATIVE LOCAL 25 OFFICE CLERICAL LOCAL RIDER

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

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. 25, 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 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 office clerical 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 office clerical employees represented by the 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 21. EMPLOYEES COVERED

[TA – No change.]

ARTICLE 22. UNION RECOGNITION

[TA – No change.]

ARTICLE 23. STEWARDS

[TA – No change.]

ARTICLE 24. ACCESS TO PREMISES

[TA – No change.]

ARTICLE 25. SENIORITY AND PROMOTIONS

[TA – No change.]

ARTICLE 26. DISCHARGE & SUSPENSION

[TA – No change.]

ARTICLE 27. HOLIDAYS

The following provisions supersede Article 25 of the National Agreement (“Holidays”) in its entirety:

(A) The following shall be recognized as paid holidays and all full-time employees shall be paid eight (8) hours straight time pay and all regular part-time employees shall be paid four (4) straight time hours therefore: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, December 24 (Day before Christmas), and Christmas Day irrespective of the day on which the holiday falls and four (4) floating holidays, one which may be the employee's birthday or any other three days mutually agreed to. *[TA]*

(B) Regular employees shall be paid for each recognized holiday, ~~or the day celebrated as such, irrespective of what day of the week the holiday falls,~~ on the basis of eight (8) hours at their straight time rate, provided they work any day during the holiday week. Any regular employee laid off for lack of work shall not be deprived of his holiday pay if the layoff does not exceed thirty days' duration. Regular employees required to work on any such days shall be paid the applicable premium rate in addition to the holiday pay. *[TA]*

“Each of the Holidays shall be observed on the calendar day on which the holiday falls. If a holiday falls on Sunday it shall be observed on Monday. Monday shall be considered as the holiday. If a holiday falls on Saturday it shall be observed on Friday before. Friday shall be considered as the holiday.”*[TA]*

“Employees may be required to work on a designated holiday. However, where senior employees do not elect to voluntarily work, the employer may draft employees to work in inverse seniority order.”*[TA]*

In the case of the floating holiday it will be incumbent upon the employee to request

such holiday from his employer at least seven (7) days prior to said holiday. All conditions in this Article relating to holidays shall apply to the floating holiday. An employee after electing the personal holiday or eight (8) hours pay in lieu of the holiday shall have no recourse. All unused floating holidays are to be paid off at the end of each contract year.

(C) Employees on night work whose regular work begins on a holiday evening or ends on a holiday morning, shall be given either the night before or the night after off, for their holiday in accordance with the Work Schedule. Regular employees shall not be deprived of their sixth punch by the use of extra help. Except in cases specifically agreed upon between the Employer and the Union, work on the night shift shall be treated as being performed on the day on which the shift ends. The holiday night shall not be staggered by the splitting of a single shift.

(D) If any of the above-named holidays occur when an employee is on vacation, that employee may elect an optional day off, in lieu of the holiday, with pay, provided that this optional day off would be selected by mutual agreement with the Company.

(E) If a part-time employee works eight (8) hours on any given holiday, that part-time employee will receive in addition to pay for hours worked on that holiday, eight (8) hours pay at regular time for holiday pay.

(F) Bids must be posted no later than seven (7) days prior to holiday work schedules except where last minute operational changes would require bid adjustment.

ARTICLE 28. VACATIONS

[TA – No change.]

ARTICLE 29. SICK LEAVE

[TA – No change.]

ARTICLE 30. LEAVE OF ABSENCE

[TA – No change.]

**ARTICLE 31. WORK WEEK AND
WORK DAY**

[TA – No change.]

**ARTICLE 32. NEW POSITIONS
VACANCIES**

[TA – No change.]

ARTICLE 33. TRAINING

[TA – No change.]

ARTICLE 34. MEAL PERIOD

[TA – No change.]

ARTICLE 35. MATERNITY LEAVE

[TA – No change.]

**ARTICLE 36. PART-TIME
EMPLOYEES**

[TA – No change.]

**ARTICLE 37. PART-TIME TO FULL-
TIME HIRING RATIO**

[TA – No change.]

ARTICLE 38. EMPLOYEE’S BAIL

[TA – No change.]

ARTICLE 39. WAGES

(A) Wage rates in effect for full-time employees will be increased as follows:

Effective dates	Hourly Increase
April 1, 2017	\$1.00 2.50 (Inclusive of COLA)
April 1, 2018	\$1.00 1.25
April 1, 2019	\$1.00
April 1, 2020	\$1.00
April 1, 2021	\$1.00

(B) Wage rates in effect for part-time employees out of progression will be increased as follows:

Effective dates	Hourly Increase
April 1, 2017	\$.50 1.58 (Inclusive of COLA)
April 1, 2018	\$.50 .63
April 1, 2019	\$.50
April 1, 2020	\$.50
April 1, 2021	\$.50

(C) Rates of pay for part-time employees currently in progression or hired after April 1, 2017 shall be as follows:

Start Rate	\$15.50 19.00
12 mos	\$16.00 19.50
24 mos	\$16.50 20.00

(D) The Employer agrees that any employee receiving a weekly rate in excess of the rate applicable under the above

schedule shall suffer no reduction in pay by virtue of the adoption of this Local Rider.

(E) The wage rate and job classifications of regular full-time employees covered by this Agreement shall be those set forth in the wage scale and by this reference made a part hereof. The job classifications set forth in the wage scale are not to be deemed specification or descriptions of the work done by an employee in a job classification. The work to be done by an employee in any classification shall be determined solely by the Employer in conjunction with the bidding process.

(F) The above listed wage increases do not include any cost of living allowance pursuant to 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 the above listed rates as appropriate.

(G) Casual employees shall receive eighty-five percent (85%) of the above listed wage increases by classification, which shall take effect on the dates shown.

ARTICLE 40. COLA

[TA – No change.]

ARTICLE 41. HEALTH AND WELFARE

Commencing with the 1st day of August, 2017~~22~~ and for the duration of the current collective bargaining agreement and any renewals or extensions thereof, the Employer agrees to make payments to the respective Health and Welfare Funds for each and every employee performing work within the scope of and/or covered by this collective bargaining agreement, whether such employee is a regular, probationary,

temporary or casual employee, irrespective of his status as a member or non-member of the Local Union from the first hour of employment subject to this collective bargaining agreement as follows:

(b) Commencing with the 1st day of August, 2017~~22~~, the Employer shall contribute to the respective Health and Welfare Funds the sum of \$~~12.71~~15.21 per hour for which an employee covered by this Agreement receives pay up to a maximum of forty (40) hours but not more than \$~~428.40~~608.40 per week for any one (1) employee.

Commencing with the 1st day of August, 2018~~23~~, the Employer shall contribute to the respective Health and Welfare Funds the sum of \$~~13.24~~15.71 per hour for which an employee covered by this Agreement receives pay up to a maximum of forty (40) hours but not more than \$~~448.40~~628.40 per week for any one (1) employee.

Commencing with the 1st day of August, 2019~~24~~, the Employer shall contribute to the respective Health and Welfare Funds the sum of \$~~13.71~~16.21 per hour for which an employee covered by this Agreement receives pay up to a maximum of forty (40) hours but not more than \$~~468.40~~648.40 per week for any one (1) employee.

Commencing with the 1st day of August, 2020~~25~~, the Employer shall contribute to the respective Health and Welfare Funds the sum of \$~~14.24~~16.71 per hour for which an employee covered by this Agreement receives pay up to a maximum of forty (40) hours but not more than \$~~488.40~~668.80 per week for any one (1) employee.

~~Commencing with the 1st day of August, 2021, the Employer shall contribute to the respective Health and Welfare Funds the sum of \$14.71 per hour for which an employee covered by this Agreement receives pay up to a maximum of forty (40) hours but not more than \$488.40 per week for any one (1) employee.~~

Commencing with the 1st day of August, 2013, **2022** and for the duration of the current collective bargaining agreement and any renewals or extensions thereof, the Employer agrees to make payments to the respective Health & Welfare Funds as follows:

(1) The Employer agrees to make contributions up to a maximum of forty (40) hours on behalf of a regular local employee who may be on layoff status during any payroll period but has completed three (3) days of work in that payroll period.

(2) The Employer agrees to make contributions up to a maximum of forty (40) hours on behalf of a regular road driver who may be on layoff status during any payroll period but has completed two (2) tours of duty in that payroll period.

For purposes of this Article, each hour paid for or any portion thereof, figured to the nearest quarter hour, as well as hours of paid vacation, paid holidays and other hours for which pay is received by the employee shall be counted as hours for which contributions are payable.

If a regular 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 of 32 hours for a period of four (4) weeks. If a regular employee is injured on the job the Employer shall continue to pay the required contributions until such

employee returns to work; however, such contributions of 32 hours shall not be paid for a period of more than twelve (12) months.

There shall be no deduction from equipment rental of owner-operators by virtue of the contributions made to the Health and Welfare Fund, regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner-driver compensation.

Hourly contributions to the Health and Welfare Fund must be made for each hour worked on each regular or extra employee, even though such employee may work only part time under the provisions of this contract, including weeks where work is performed for the Employer but not under the provisions of this contract, and although contributions may be made for those weeks into some other Health and Welfare Fund.

In the case of employees paid on a mileage basis, the numbers of hours of contribution to the Health and Welfare Fund shall be determined by dividing that employee's gross earnings for the week by the current hourly rate. Gross earnings shall include any other hours paid for, such as waiting time, breakdown time, pickup and drop-off time, subject to the maximum weekly amount of contributions set forth above, not to exceed forty (40) hours per week per employee.

All contributions shall be made at such time and in such manner as the Trustees require, and the Trustees shall have the authority to have an independent Certified Public Accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Welfare Fund.

If an Employer fails to make contributions to the Welfare Fund within 72 hours after

the notice of delinquency set forth in Article 7, Section 12 of the Master Agreement, the Local Union shall take whatever steps are necessary to secure compliance with this Article, any provisions of this Agreement to the contrary notwithstanding, and the Employer shall be liable for all costs for collecting the payments due together with attorneys' fees and such penalties which may be assessed by the Trustees.

The Employers' liability for payment hereunder shall not be subject to the Grievance Procedure or arbitration provided under this Agreement.

(c) The Employers and Union which are signatories hereto ratify the designation of the Employer and the Employee Trustees under such Agreement, and ratify all action already taken, or to be taken by such Trustees within the scope of their authority.

(d) All Employers contributing hereunder shall post each month at each terminal or other place of business where employees have easy access thereto an exact copy of the remittance report form of contributions sent to the Fund.

(e) Whenever an Employer signatory to this Agreement becomes delinquent in contributions owed to the Health and Welfare Fund and the Local Union serves a 72-hour notice of delinquency set forth in Article 7, Section 12, of the Master Agreement, such Employer after satisfying the delinquency and becoming current, and then during the term of this Agreement becomes delinquent again, shall be required to post a performance bond to satisfy that second delinquency and/or any further delinquencies during the term of this Agreement.

(f) The Trustees or their designated representatives shall have the authority to

audit the payroll and wage records of the Employer for all individuals performing work within the scope of and/or covered by this Agreement, for the purpose of determining the accuracy of contributions to the funds and adherence to the requirements of this Agreement regarding coverage and contributions. For purposes of such audit, the Trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lessors and employees of fleet owners (excluding any supervisory, managerial and/or confidential employees of the Employer) who the Trustees or their designated representatives reasonably believe may be subject to the Employer's contribution obligation.

(g) The provisions of Article 5, paragraph 10 of the O.C. & Operational Change provision shall not apply to Health and Welfare contributions made under the Local 25 Rider when a change of operations involves only Local Unions and Health and Welfare Funds solely contained within the jurisdiction of the Local 25 Rider, providing there is reciprocity between the Funds involved.

ARTICLE 42. PENSION FUND

This Pension Article shall supersede and prevail over any other inconsistent provisions or articles contained within this Agreement.

(a) Commencing with the 1st day of August, ~~2017~~ **2022** and for the duration of the current collective bargaining agreement and any renewals or extensions thereof, the Employer agrees to make payments to the New England Teamsters and Trucking Industry Pension Fund for each and every employee performing work within the scope of and/or covered by this collective bargaining agreement, whether such employee is a regular, probationary,

temporary or casual employee, irrespective of his status as a member or nonmember of the Local Union, from the first hour of employment subject to this collective bargaining agreement as follows:

For each hour or portion thereof, figured to the nearest quarter hour for which an employee receives pay or for which pay is due the Employer shall make a contribution of \$6.25 per hour to the New England Teamsters and Trucking Industry Pension Fund but not more than \$250.00 per week for any one (1) employee from the first hour of employment in such week. This contribution rate will increase according to the schedule below~~shall remain static~~ through the term of this Agreement:-

	<u>Hourly Rate</u>
<u>Weekly Cap</u>	
<u>August 1, 2022</u>	<u>\$ 6.50</u>
<u>\$ 260.00</u>	
<u>August 1, 2023</u>	<u>\$ 6.75</u>
<u>\$ 270.00</u>	
<u>August 1, 2024</u>	<u>\$ 7.00</u>
<u>\$ 280.00</u>	
<u>August 1, 2025</u>	<u>\$ 7.25</u>
<u>\$ 290.00</u>	

Commencing with the 1st day of August, ~~2013~~, **2022** and for the duration of the current collective bargaining agreement and any renewals or extensions thereof, the Employer agrees to make Payments to the New England Teamsters. and Trucking Industry Pension Fund as follows:

(1) The Employer agrees to make contributions up to a maximum of forty (40) hours on behalf of a regular local employee who may be on layoff status during any payroll period but has completed three (3) days of work In that payroll period.

(2) The Employer agrees to make contributions up to a maximum of forty (40) hours on behalf of a regular road driver who may be on layoff status during any payroll period but has completed two (1) tours of duty in that payroll period.

For purposes of this Article, each hour for which wages are paid or due, or any portion thereof, figured to the nearest quarter hour, as well as hours of paid vacation, paid holidays and other hours for which pay is due or received by the employee, shall be counted as hours for which contributions are payable. In computing the maximum amount due any week, there shall be no daily limit on the number of hours for any one day in such week, whether such hours are performed on straight time or overtime rates, but payments shall be made at the amount set forth above.

In the case of employees paid on a mileage basis, the number of hours of contribution to the Pension Fund shall be determined by dividing that employee's gross earnings for the week by the current hourly rate. Gross earnings shall include any other hours paid for, such as waiting time, breakdown time, pickup and drop-off time, subject to the maximum weekly amount of contributions set forth above, not to exceed forty (40) hours per week per employee.

If a regular employee (as defined in the collective bargaining agreement) 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 contributions for a period of four (4) weeks, for forty (40) hours per week. If a regular employee is injured on the job, the Employer shall continue to pay the required contributions at the rate of forty (40) hours for each such week until the employee returns to work; however, such contributions

of forty (40) hours shall not be paid for a period of more than twelve (12) months.

(b) The Employer agrees to and has executed a copy of the New England Teamsters and Trucking Industry Pension Fund Agreement and Declaration of Trust dated April 11, 1958, and accepts such Agreement and Declaration of Trust, as amended, and ratifies the selection of the Employer Trustees now or hereafter serving as such, and all action heretofore or hereafter taken by them within the scope of their authority under such Agreement and Declaration of Trust.

(c) The parties agree that the Pension Plan adopted by the Trustees of the New England Teamsters and Trucking Industry Pension Fund shall at all times conform to the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat its contributions made to the Fund as a deduction for income tax purposes.

(d) It is also agreed that all contributions shall be made at such time and in such manner as the Trustees shall reasonably require; and the Trustees shall have the authority to have an audit of the payroll and wage records of the Employer for all employees performing work within the scope and/or covered by this collective bargaining agreement for the purpose of determining the accuracy of contributions to the Pension Fund and adherence to the requirements of this Article of the collective bargaining agreement regarding coverage and contributions, such audit may, at the option of the Trustees, be conducted by an independent certified public accountant or a certified public accountant employed by the New England Teamsters and Trucking Industry Pension Fund.

If the Employer shall fail to make contributions to the Pension Fund by the twentieth (20th) day of the month following the month during which the employees performed work or received pay or were due pay within the scope of this collective bargaining agreement, up to and including the last completed payroll period in the month for which contributions must be paid, or if the Employer, having been notified that its contributions to the Fund have been under reported and/or underpaid, fails within twenty (20) days after such notification to make any required self-audit and/or contributions found to be due, the Local Union shall have the right after an appropriate 72-hour notice to the Employer, to take whatever steps it deems necessary to secure compliance with this agreement, any provision of this collective bargaining agreement to the contrary notwithstanding, and the Employer shall be responsible to the employees for losses resulting therefrom. Also, the Employer shall be liable to the Trustees for all costs of collecting the payments due together with attorneys' fees and such interest, liquidated damages or penalties which the Trustees may assess or establish in their discretion. The Employer's liability for payment hereunder shall not be subject to the grievance procedure and/or arbitration if such is provided in this Agreement.

It is understood and agreed that once a payment or payments are referred to an attorney for collection by the Trustees of the New England Teamsters and Trucking Industry Pension Fund and/or the Local Union, the Local Union and its business agents or chief executive officer shall have no right to modify, reduce or forgive the Employer with respect to its liability for unpaid contributions, interest, liquidated damages or penalty as may be established or assessed by the Trustees in their discretion against delinquent Employers.

(e) There shall be no deduction for equipment rental of owner-operators by virtue of the contributions made to the Pension Fund, regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner-driver compensations.

(f) Contributions to the Pension Fund must be made for each week on each regular or extra employee, even though such employee may work only part time under the provisions of this contract, including weeks where work is performed for the Employer but not under the provisions of this contract, and, although contributions may be made for those weeks into some other Pension Fund.

(g) No oral or written modification of this Article regarding pensions and retirement shall be made by the Local Union or the Employer and, if made, such modification shall not be binding upon the employees performing work within the scope of this collective bargaining agreement and covered by this Article or upon the Trustees of the New England Teamsters and Trucking Industry Pension Fund.

(h) All Employers contributing hereunder shall post each month at each terminal or other place of business where employees have easy access thereto an exact copy of the remittance report form of contributions sent to the Fund.

(i) Whenever an Employer signatory to this Agreement becomes delinquent in contributions owed to the Pension Fund and the Local Union serves a 72-hour notice of delinquency set forth in Article 7, Section 12, of the Master Agreement, such Employer after satisfying the delinquency and becoming current, and then during the term of this Agreement becomes delinquent

again, shall be required to post a performance bond to satisfy that second delinquency and/or any further delinquencies during the term of this Agreement.

(j) The Trustees or their designated representatives shall have the authority to audit the payroll and wage records of the Employer for all individuals performing work within the scope of and/or covered by this Agreement, for the purpose of determining the accuracy of contributions to the funds and adherence to the requirements of this Agreement regarding coverage and contributions.

For purposes of such audit, the Trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lessors and employees of fleet owners (excluding any supervisory, managerial and/or confidential employees of the Employer) who the Trustees or their designated representatives reasonably believe may be subject to the Employer's contribution obligation.

ARTICLE 43. BREAKS

[TA – No change.]

ARTICLE 44. NEW ENGLAND TEAMSTERS SAVINGS AND RETIREMENT FUND

[TA – No change.]

ARTICLE 45. INJURY ON THE JOB AND COMPENSATION

[TA – No change.]

ARTICLE 46. CREDIT UNION

[TA – No change.]

ARTICLE 47. EXAMINATIONS

[TA – No change.]

ARTICLE 48. DURATION

The term of this Local Rider is subject to and controlled by all of the provisions of Article 27 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 _____, 20__.

SIDE LETTER

The parties agree to include the following language as part of their agreement effective immediately:

The Employer agrees to deduct from the paycheck of all employees covered by

this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase “weeks worked” excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE Chapter 25 on a monthly basis, in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee’s Social Security number and the amount deducted from the employee’s paycheck.

Signed this ___ day of _____, 20__ by our duly authorized representatives.

FOR THE UNION:

FOR THE EMPLOYER: DHL EXPRESS (USA), INC.