

# SUMMARY OF TENTATIVE LOCAL 355 CLERICAL SIDE LETTER

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

Effective

~~September 19, 2019~~ to ~~March 31, 2022~~

The Parties agree to a Side Letter moving the clerical employees to weekly payroll following ratification. T/A

## 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 (“TDHLNNC”), and LOCAL UNION NO. 355, affiliated with THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS (hereinafter “Union”) covering operations at the Company’s BWI airport station and the BWI/MTN pickup and delivery station. 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 Supplement, hereinafter referred to as the “Operational Supplement,” for the period commencing upon ratification 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 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). 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 the Union.

The terms and conditions contained in this Local Rider shall prevail over any contrary provisions of the National and Operational Supplement Agreements. Questions arising out of alleged conflicts shall be submitted directly to the National Grievance Committee.

## ARTICLE 23. SCOPE AND ASSIGNMENT OF UNIT WORK

*[No Change.]*

## ARTICLE 24. JOB BIDDING AND FILLING OF VACANCIES

*[No Change.]*

**ARTICLE 25. USE OF AND PERFORMANCE OF BARGAINING UNIT WORK BY PERSONNEL OTHER THAN FULL-TIME SENIORITY EMPLOYEES**

*[No Change.]*

**ARTICLE 26. HOURS OF WORK, WORK DAY, WORK WEEK, OVERTIME, AND SCHEDULING***[TA]*

Eight (8) consecutive hours shall constitute a basic work day in any one twenty-four (24) hour period. Forty (40) hours, five (5) consecutive days (Monday through Saturday), shall constitute a basic work week.

New limited Full-Time bids covering weekends:

Pursuant to Article 13 of the Office Clerical Supplement ~~September 19, 2019~~~~March 8, 2016~~~~Effective the date of Ratification of this Local Rider~~, the Company can use up to 10% (partial fractions shall be rounded down if less than or equal to .500 and up if more than .500) of the full-time bidded positions for Sunday work, however such bids shall be for five (5) - 8 hour consecutive days and require two (2) consecutive days off. (These are referred to as “weekend bidded positions” and include a Sunday scheduled day. For example, a five (5) by eight (8) shift with either Thursday-Monday work and Tuesday-Wednesday off Only additional full-time bidded positions above the number of red-circled bidded full-time positions in place as ~~September 19, 2019~~~~March 6, 2016~~~~of the date of ratification~~ on a station by station basis created through growth can be used to make up the 10%. Furthermore, if the total number of full-time non-Sunday bidded positions drops below the red-circled number of bidded full-time positions at a station (“red-circled by number”), the Company shall be prohibited from using any of the weekend bidded positions at that station.*[TA]*

In the event the employer increases the number of full-time non-Sunday bidded positions by 5% (from ~~September 19, 2019~~~~March 6, 2016~~~~the date of ratification~~) at any location and maintains that level for more than 30 consecutive days, and so long as it is maintained, it may add an additional 5% (total 15% partial fractions shall be rounded down if less than or equal to .500 and up if more than .500) to the number of full-time weekend bidded positions.*[TA]*

If any full-timer working a bid covering a weekend day is not available on his normal weekend shift, the Saturday shift shall first be offered to regular non-Sunday full time employees who were guaranteed 40 straight time hours work opportunity but who did not avail themselves of such opportunity and were not compensated, provided that such employee notifies management of his/her desire to work as a Saturday replacement employee by noon on Friday. Next the Company shall offer replacement opportunities to non-scheduled employees by strict seniority.

Any weekend work above and beyond the regular bids shall be offered in seniority order to regular drivers at applicable overtime rates.

Furthermore, employees on the full-time seniority list (including those holding open full-time positions) as of ~~September 19, 2019~~~~March 6, 2016~~~~the date of ratification~~ shall not be required to

work on weekend bidded position. However, to the extent that the Company adds additional non-Sunday bidded positions above the number of red circled full-time positions in order to offer non-Sunday bids to a red-circled employee(s), such additional positions(s) shall be an open position(s) notwithstanding any restriction regarding the percentage of such positions set forth in the Supplement or any Local Rider or Supplement. Also, part-time employees on the seniority list as of ~~September 19, 2019~~~~March 6, 2016~~~~the date of ratification~~ shall not be required to accept a full-time weekend bid and may opt instead to remain in an available part-time position. Further, except during the period of Thanksgiving through Christmas, no employees on either the full-time or part-time seniority list as of ~~September 19, 2019~~~~March 6, 2016~~~~the date of ratification~~ will be forced to work a weekend shift. [TA]

All work performed by employees in excess of eight (8) hours in any one day or in excess of forty (40) hours in any one work week shall be considered overtime and shall be paid for at the rate of one and one-half (1 1/2) times the normal straight time rate of pay. When an unassigned agent bidding a five (5) day schedule covers a daily absence, he shall be entitled to overtime after eight (8) hours.

Part-time employees shall be paid overtime for all hours worked in excess of five (5) hours in any one day and thirty-two (32) in any one week at the rate of time and one-half (1 1/2) the regular hourly rate.

Each full-time employee shall receive a lunch period of thirty (30) minutes between the third (3rd) and fifth (5th) hour of work.

Whenever any regular full time employee is ordered to report for work and does report at the time specified, he shall be guaranteed not less than eight (8) hours earning opportunity on each date that he so reports, providing, however, that this guarantee shall not apply when the facility must close as a result of an act of God.

Emergency lay off: The Employer must notify employees as soon as possible of an emergency closing, but no later than their start time. Any employee at the station at their start time not notified of the closing is guaranteed four (4) hours. All available work will be offered in seniority order, If worked the employee is guaranteed eight (8) hours.

Whenever a part-time employee is ordered to report for work and does report at the time specified, he shall be guaranteed not less than four (4) hours earning opportunity on each day that he so reports, providing, however, that this guarantee shall not apply when the facility must close as a result of an act of God.

All work performed on the seventh (7th) consecutive work day shall be paid for at two (2) times the normal straight time rate of pay for all hours worked, and the eight (8) hour daily guarantee shall apply.

If there are insufficient clerical agents to handle a shift, the Company will first offer the shift to a red-circled laid off agent who has already qualified for a guaranteed forty hours that work week.

**ARTICLE 27. ELIGIBILITY REQUIREMENTS FOR HOLIDAY PAY**

*[No Change.]*

**ARTICLE 28. DISCIPLINE AND DISCHARGE**

*[No Change.]*

**ARTICLE 29. JURY DUTY**

*[No Change.]*

**ARTICLE 30. FUNERAL LEAVE**

*[No Change.]*

**ARTICLE 31. HOLIDAYS[TA]**

*[The Parties agree to include below any additional Holidays negotiated in the National Supplement.]*

The following days of the year shall be considered paid holidays. If any of these days falls on a Sunday, the holiday shall be celebrated on Monday.

New Year's Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Fourth of July	Christmas Day
Labor Day	<b><u>Martin Luther King Day T/A</u></b>
Personal Holiday (6 days)	

Personal Holidays can be taken on seventy-two (72) hours notice to the Employer and shall be during the twenty-four (24) hour period beginning with the normal starting time of the employee's regularly scheduled shift. The Company agrees to permit one employee, to be on personal holiday on any day except the day after the Memorial Day, 4th of July and Labor Day Holidays and the period from the week after Thanksgiving through Christmas Day. The Company will block out a period from Memorial Day to Labor Day for the granting of an additional Personal Day per shift.

All regular employees affected by this Agreement shall be permitted to observe the above holidays with pay of eight (8) hours for each holiday, regardless of the day of week in which the holiday occurs. Any unused personal holidays will be paid to the employee by the end of the January in the subsequent calendar year.

When casual employees have worked not less than three (3) days in any one holiday week, they shall be permitted to observe the holiday occurring with pay.

Whenever a holiday occurs in a work week, overtime shall be paid for after thirty-two (32) hours of straight time have been worked during such work week.

All work performed on holidays (12:01 A.M. to 12:00 midnight) shall be paid for at one and one-half (1 1/2) times the normal straight time rate of pay for all hours worked (the 8 hour guarantee shall apply), plus holiday pay as applicable.

New employees hired during the contract year will accrue personal Holidays according to the following accrual schedule:

JAN 1 -MAY 15	(6)
MAY 16 - AUG 15	(3)
AUG 15 -DEC 31	(1)

Holiday pay for part-time employees will be on a pro-rated basis, calculated by averaging the number of hours worked per week from the previous two (2) weeks.

**ARTICLE 32. VACATIONS**

*[No Change.]*

**ARTICLE 33. SICK LEAVE**

*[No Change.]*

**ARTICLE 34. WAGES**

*[Wage rate increases TBN Nationally.]*

Full-time employees are subject to the following progression:

Start	\$19.00
After 12 months	\$20.00
After 24 months	\$21.00

The following increases shall apply for existing full-time employees out of progression

Effective 4/1/20	\$1.00
Effective 4/1/21	\$1.00

Rates of pay for part-time employees shall be as follows.

Part-time Rate

Start Rate	\$15.50
12 mos	\$16.00
24 mos	\$16.50

The above-listed wage rates 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 effective wage rates as appropriate.

Casual employees shall receive eighty-five percent (85%) of the applicable wage rate and receive eighty-five (85%) of the applicable wage increase as contained in Article 19, Sections 1-3 of the DHL-Teamsters PUD Operational Supplement, by classification.

#### Hazmat / Dangerous Goods Premium

The Company may post a bid with a HAZ required position. This position shall receive a \$1.00/hour premium for all purposes (hours worked and PTO). In order to bid a HAZ position, an agent must be HAZ certified prior to the bid. Once in a HAZ position, an agent must take and pass any training required in order to maintain the certification and may not bid out of the position unless and until a replacement HAZ certified agent has been identified and is in place. However, if an employee notifies the Company that she or he intends to bid out of a HAZ position when there is a vacancy or during an upcoming bid, the Company will force the junior employee to take the required training.

In addition to the bidded HAZ position(s) referenced above, the Company also require that an alternate replacement agent must also be HAZ certified. The employees in these positions shall not receive the premium unless they actually perform HAZ duties in which case, they will receive the HAZ premium for the entire day.

Agents that are HAZ certified but not in a HAZ required bid shall not receive the premium for all hours, however, will receive the HAZ premium on days he or she performs HAZ duties. On any such days, the agent shall receive the premium for the entire day, not just the hours performing HAZ duties.

The following provision shall apply to employees hired after \_\_\_\_\_ (insert date of ratification). Any agent who chooses to take the HAZ certification or is forced to take the HAZ certification and any required recertification must pass the required course and test. If he or she fails to obtain the certification or recertification after three attempts, the agent's employment shall be terminated. [TA]

#### **ARTICLE 35. PENSION**

*[TBN Nationally.]*

All eligible non-probationary regular full and part time employees will continue to be eligible to participate in the DHL 401(k) plan on the same basis as the plan is currently offered to non-represented non-exempt employees of the Employer.

*[OPEN] The Union's proposal to bring the Clerical employees into Local 355 Pension Plan beginning January 1, 2023 at a starting contribution rate of \$4 per hour.*

**ARTICLE 36. HEALTH & WELFARE**

***[Rate Increases TBN Nationally.]***

All eligible non-probationary regular full time and Part-Time employees may participate in DHL medical insurance programs, and will pay all applicable employee contributions, in accordance with the terms of those plans, on the same basis as they are generally offered to non-represented non-exempt full- and part-time employees of the Employer until coverage by the Fund commences as set forth below.

The Employer will make contributions on all hours paid to bargaining unit employees to a maximum of fifty (50) hours per week to the Truck Drivers and Taxi Cab Drivers Local 355 Health and Welfare Fund (“Fund”), in accordance with the Fund’s Trust Document(s), as follows:

Effective 1/1/20	<del>\$6.85/hour</del>
Effective 11/16/20	<del>\$7.24/hour</del>
Effective 11/16/21	<del>\$7.65/hour</del>

**ARTICLE 37. 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.