

SUMMARY OF TENTATIVE LOCAL 455 DOCK SHUTTLE LOCAL RIDER

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

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, and LOCAL UNION 455, affiliated with THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS (hereinafter “Union” or “Local 455 “). 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, ~~2017–2022~~ through March 31, ~~2022~~2026. This Local Rider shall not become effective unless and until it is ratified by the Employer’s Dock-Shuttle employees represented by Local 455 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 Dock - Shuttle employees represented by Local 455.

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. EXPANSION OF OPERATIONS

[TA - NO CHANGE]

ARTICLE 23. PROBATIONARY EMPLOYEES

[TA - NO CHANGE]

ARTICLE 24. AIRPORT SECURITY

[TA - NO CHANGE]

ARTICLE 25. SENIORITY AND LOCAL WORK RULES

[TA - NO CHANGE]

ARTICLE 26. PAY FOR TRAINING AND TESTING

[TA – NO CHANGE]

ARTICLE 27. GENERAL PROVISIONS

[TA - NO CHANGE]

ARTICLE 28. WORK WEEK AND GUARANTEES

Section 1. Work Day, Work Week

[TA - NO CHANGE]

[NEW] Section 2. Overtime.

Hours worked in excess of eight (8) hours per day – or between ten (10) and twelve (12) hours per day in the case of employees working a 4x10 schedule – or forty (40) hours in any one (1) week, but not both, shall be paid at the overtime rate of time and one-half (1 ½) the regular hourly rate. Overtime shall be paid at the rate of double time (2x) for all hours worked in excess of twelve (12) hours in any one (1) day. All work performed on a sixth (6th) day (fifth day for an employee working a 4x10 schedule) shall be paid at time and one-half (1-1/2), and all work performed on a seventh (7th) day (sixth day for an employee working a 4x10 schedule) shall be paid at double time (2x). There shall be no pyramiding of overtime.

T/A

Section ~~32~~. Holiday Week Guarantees

A. In any week in which a paid holiday falls the guaranteed work week shall be thirty-two (32) hours for full-time employees and all hours worked in excess of thirty-two (32) hours, excluding the holiday in such week, shall be paid at the rate of one and one-half (1-1/2) times the regular rate, providing the holiday falls within the scheduled work week. Overtime shall not be pyramided.

B. Holidays falling outside the regularly scheduled work week shall be paid in addition to the forty (40) hour guarantee. Where two (2) holidays fall in one (1) week, the above (figure thirty-two (32)), shall be changed to twenty-four (24) wherever it appears.

Section ~~43~~. Rest Periods

All employees shall be granted a fifteen (15) minute rest period

approximately half-way through the first (1st) half of their shift, and a fifteen (15) minute rest period approximately half-way through the second (2nd) half of their shift. If the company extends the shift of an employee more than one (1) hour beyond its scheduled quit time, then that employee shall be entitled to a five (5) minute rest period, which shall be taken as near as possible to that regularly scheduled quit time. When the lunch period is forty (40) minutes, rest period will be ten (10) minutes and for any other lunch period, the rest period will be fifteen (15) minutes. Such rest period shall be taken without loss of pay and the employee shall not be required to make up such time.

[NEW] Section 5. 60-Hour Rule

In order to permit the Company to balance loads, an employee must notify his supervisor in writing prior to his starting time if he does not want to work in excess of fourteen (14) hours in his shift, and prior to the first shift of the workweek if he does not want to work in excess of sixty (60) hours in a workweek; such election shall be binding on the employee. No employee, having made such an election, shall be required to be on duty more than fourteen (14) hours in such day (i.e., 12:00 a.m. - 11:59 p.m.) after coming on duty following ten (10) consecutive hours off duty. Likewise, no employee, having made such an election for an entire workweek, shall be required to be on duty more than sixty (60) hours in the seven (7) consecutive days following the first day of the workweek in which the election is made. Employees shall not be disciplined solely for utilizing this provision. If necessary to ensure service when employees elect not work over 14/60 hours as set forth above, the Company may, after offering the work in seniority order, use

supplemental casuals to perform the work during a network or weather delay, and during the holiday weeks of Memorial Day, July 4th and Labor Day. T/A

ARTICLE 29. PART-TIME AND CASUAL EMPLOYEES

[TA – NO CHANGE]

ARTICLE 30. MEAL PERIODS

[TA - NO CHANGE]

ARTICLE 31. SICK LEAVE

[TA – NO CHANGE]

ARTICLE 32. FUNERAL LEAVE

In the event of the death of a member of an employee’s “immediate family,” a regular employee shall be entitled up to a maximum of two additional unpaid days of leave if the funeral is out of state. The term “immediate family” will be as defined in the National Agreement. Employees taking leave must attend the funeral and present proof on demand.

~~Bereavement Leave shall only be available to part time employees employed on or before June 6, 2008 or full-time employees.~~
T/A

ARTICLE 33. HOLIDAYS

A. All regular employees who have been on the payroll of the Employer at least forty-five (45) days shall receive pay for holidays named below regardless of which day of the week the holiday falls. In order to be entitled to holiday pay, an employee must work his/her regularly scheduled work day immediately preceding the recognized holiday or his/her regularly scheduled work day immediately following the holiday, in addition to the holiday when scheduled as part of the duty shift, unless such absences are due to scheduled vacations or floating holidays. Each eligible employee shall be paid for the holidays set forth below, based on his/her bid shift guarantee, and/or in accordance with ~~subsection (G) of this Article~~Article 25, Section 3 of the National Master Agreement: New Year’s Day; MLK Day; Memorial Day; Fourth of July; Labor Day; Thanksgiving Day; Christmas Day;; Employee’s Birthday; Employee’s Anniversary; and five (5) Personal Holidays.
T/A

B. [TA - NO CHANGE]

C. [TA - NO CHANGE]

D. [TA - NO CHANGE]

E. [TA - NO CHANGE]

F. [TA - NO CHANGE]

Any employee laid off or terminated fifteen (15) days or less prior to any of the above mentioned holidays shall receive pay for that holiday at the time of layoff or termination. Employees who are serving their forty-five (45) day probationary period are not entitled to holiday pay for holidays falling within such probationary period. Regular employees are entitled to holiday pay if the holiday falls within the first thirty

(30) days of absence due to illness or non-occupational injury, or due to a death in the employee’s immediate family, or within the first six (6) months of absence due to occupational injury.

~~G. Any part-time employee hired on or after June 6, 2008 shall be paid pro-rated holiday pay based on the hours worked the two weeks prior to the holiday. T/A~~

ARTICLE 34. VACATIONS

[TA – NO CHANGE]

ARTICLE 35. PENSION

[TA 6.10.22 as shown below:]

Section 1. Employer Contribution

Pursuant to Article 21, Section 1 of the DHL - Teamsters Pick-Up and Delivery Operational Supplement, the Employer will contribute up to one dollar (\$1.00) per hour per year per covered employee to be divided between the WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST FUND and the WESTERN TEAMSTERS WELFARE TRUST as determined by the Area Co-Chairs. The Employer agrees to remit these moneys to the appropriate area administrative office by the date designated by that office, and moneys received after that date shall be considered delinquent.

Effective August 1, ~~2017~~2022, and on August 1 of each remaining year of the contract through August 1, ~~2021~~2025, the Employer shall contribute to the Western Conference of Teamsters Pension Trust for each regular, full time, part time, probationary and casual employee covered by this Local Rider, in a sum as determined by the Area Co-Chairs in accordance with

Article 21, Section 1 of the DHL -Teamsters Pick-Up and Delivery Operational Supplement and subject to the contribution increase cap set forth in that article and section. Contributions shall be remitted on the first two thousand eighty (2,080) hours of compensation earned during a calendar year. T/A

In those Area Supplements and Local Riders where the Employer is required to participate in the Western Conference of Teamsters Pension Trust, if the increase in applicable Health and Welfare contribution rates in the benefit years beginning August 1, ~~2019~~2024; ~~August 1, 2020~~; or August 1, 2025, 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~~25 allocations set forth in Article 36 below, whichever is less) to fund additional pension contributions during that year. T/A

The Employer shall have no obligation to remit contributions on behalf of any employee based on compensation an employee receives in the form of a cash out of accrued benefits that are paid after the date the employee terminates his/her employment for any reason.

The Area Co-Chairs in accordance with Article 21, Section 1 of the DHL - Teamsters Pick-Up and Delivery Operational Supplement shall allocate the above pension contributions between:

- (1) basic Plan of Benefits and;
- (2) the Program for Enhanced Early Retirement (PEER 80 =16.5%)

The contribution hourly rate to the basic Plan of Benefits may be increased annually at the direction of the Area Co-Chairs pursuant to Article 21, Section 1 of the DHL - Teamsters Pick-Up and Delivery Operational Supplement, subject to the contribution increase cap set forth in that article and section. In such event the contribution to the PEER will be increased so that the PEER contribution equals 16.5% a set percentage of the new total contribution to the basic plan as determined by the Area Co-Chairs.

The contributions required to provide the Program for Enhanced Early Retirement Program, are not taken into consideration for benefits accrual purposes under the basic plan. If the Bargaining Unit ceased participation in the Program For Enhanced Early Retirement, such Bargaining Unit will be ineligible to participate in the basic plan.

If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient moneys to pay the required contributions into the Pension Fund during the period of absence. However, the acceptance of such moneys is at the sole discretion of the Board of Trustees.

ARTICLE 36. HEALTH AND WELFARE

Pursuant to Article 20, Section 1 of the DHL - Teamsters Pick-Up and Delivery Operational Supplement, the Employer will contribute up to one dollar (\$1.00) per hour per year per covered employee to be divided between the WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST FUND and the WESTERN TEAMSTERS WELFARE TRUST as determined by the Area Co-Chairs The health and welfare fund portion of the increase provided for in Article 20, Section 1 of the DHL - Teamsters Pick-Up and Delivery

Operational Supplement shall be allocated between the Western Teamsters Welfare Trust Health and Welfare Fund, VEBA, and the Teamsters Supplemental Benefit Trust fund as directed by the Area Co-Chairs. The Employer shall make monthly contributions to the Health and Welfare Trust as provided in this section.

(a) Regular employees - and casuals - for each regular active employee and each casual who received sixty (60) hours of compensation or more (or the equivalent for those paid on a mileage basis) in the previous month.

(b) Benefit Eligibility

(1) Regular employees hired prior to 4-1-2008 shall be eligible for benefits in the second month following the month in which the employee had a contribution paid on his/her behalf. As an example; Employer contributions paid in April will determine eligibility in June and contributions paid in May will determine eligibility in July and continuing in this manner thereafter. This method of determining eligibility for benefits will establish a two (2) month lag period for eligibility purposes only and will not result in a lag or interruption of benefit entitlement.

(2) Regular employees hired after 4-1-2008 shall be eligible for benefits in the month following the second month in which contributions were paid on his/her behalf and shall continue in this manner thereafter as described in (1) above. This method of determining eligibility will establish a two (2) month lag period for eligibility purposes only.

Western Teamsters Welfare Trust Health and Welfare Contributions

(a) Regular Employees: Effective August 1, ~~2017~~2022, and on August 1 of each remaining contract year through August 1, ~~2021~~2025, the contribution amounts for regular employees shall be increased by the amount directed by and allocated in accordance with the decision of the Area Co-Chairs pursuant to Article 20, Section 1 of the DHL - Teamsters Pick-up and Delivery Operational Supplement, subject to the contribution increase cap set forth in that article and section. **T/A**

Effective August 1, ~~2019~~2022, the Employer shall allocate up to an additional ~~\$.5025~~per hour to cover Health and Welfare contribution increases to Taft-Hartley multi-employer plans in the event that the otherwise allocated **\$1.00** per hour referenced in Articles 20 and 21 of the PUD Operational Supplement 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~~2022, combined with any required pension contribution rate increase in that year, is less than ~~\$1.5025~~per hour, the unused portion of the additional ~~\$.5025~~per hour shall be banked for use, if necessary, to fund health and welfare increases in the benefit years beginning August 1, ~~2020~~2023, August 1, 2024, and/or August 1, ~~2021~~2025. Alternatively, in those Area Supplements and Local Riders where the Employer is required to participate in the Western Conference of Teamsters Pension Trust, but the Health and Welfare Trust does not need the entire supplemental contribution to fund health and welfare contribution increases, the Local Union may direct the remaining portion of the \$.25 supplemental contribution to the pension fund. **T/A**

Effective August 1, ~~2021~~2024, the Employer shall allocate up to an additional ~~\$.5025~~per hour to cover Health and Welfare contribution increases to Taft-Hartley multi-employer plans in the event that the otherwise allocated **\$1.00** per hour referenced in Articles 20 and 21 of the PUD Operational Supplement, combined with any remaining portion of the additional ~~\$.5025~~allocated on August 1, ~~2019~~2022, 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. In the event that the applicable health and welfare fund contribution increase in the benefit year beginning August 1, 2024, combined with any required pension contribution rate increase in that year, is less than \$1.50 per hour, the unused portion of the additional \$.25 per hour shall be banked for use, if necessary, to fund health and welfare increases in the benefit year beginning August 1, 2025. **T/A**

(b) Casual Employees Contributions for casuals used on a four (4) or five (5) hour basis shall be paid at one-half (1/2) the amount of the above daily rate.

VEBA CONTRIBUTIONS

Regular Employees: Effective August 1, ~~2017~~2022, and on August 1 of each remaining contract year through August 1, ~~2021~~2025, the contribution amounts for regular employees shall be increased by the amount directed by and allocated in accordance with the decision of the Area Co-Chairs pursuant to Article 20, Section 1 of the DHL - Teamsters Pick-Up and Delivery Operational Supplement, subject to the contribution increase cap set forth in that article and section. **T/A**

Section 7. Changes in the Health and Welfare Program

[No Change]

Section 9. Payroll Audits

[No Change]

TEAMSTERS SUPPLEMENTAL BENEFITS TRUST FUND

[No Change]

ARTICLE 37. MISCELLANEOUS

Section 1. Services Not Provided

[TA – NO CHANGE]

Section 2. Payroll Deduction

[TA – NO CHANGE]

Section 3. Claim Checks

[TA – NO CHANGE]

[NEW] Section 4. DRIVE

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

Casual Employees Per Hour Per Month
 Per Hour Per Day

Contributions provided herein may be adjusted annually at the direction of the Area-Co Chairs pursuant to Article 20, Section 1 of the DHL - Teamsters Pick-Up and Delivery Operational Supplement

(c) *[No Change]*

(d) *[No Change]*

Section 2. Eligibility and Benefits

[No Change]

Section 3. Voluntary Employee Benefit Association (VEDA)

[No Change]

Section 4. Delinquent Contributions

[No Change]

Section 5. Payments during Period of Absence

[No Change]

Section 6. Disputes

[No Change]

DRIVE National Headquarters 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 that Employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the weekly payroll deduction plan. T/A

ARTICLE 38. CAUSE OF DISCHARGE AND SUSPENSION

[TA - NO CHANGE]

ARTICLE 39. DURATION

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this _____ day of _____.

APPENDIX "A" Wage Rates

[TA as shown below:]

The following increases for full-time employees who have completed the new-hire progression (and who were on the active seniority list as of June 6, 2008) shall take effect on the dates shown:

<u>Effective dates</u>	<u>Hourly Increase</u>
April 1, 2017 <u>2022</u>	\$1.00 <u>2.50</u> (inclusive of COLA)

<u>Effective dates</u>	<u>Hourly Increase</u>
April 1, 2018 <u>2023</u>	\$1.00 <u>1.25</u>
April 1, 2019 <u>2024</u>	\$1.00
April 1, 2020 <u>2025</u>	\$1.00
April 1, 2021	\$1.00

The following increases for part-time employees who have completed the new-hire progression shall take effect on the dates shown:

<u>Effective dates</u>	<u>Hourly Increase</u>
April 1, 2017 <u>2022</u>	\$0.50 <u>1.58</u> (inclusive of COLA)
April 1, 2018 <u>2023</u>	\$0.50 <u>63</u>
April 1, 2019 <u>2024</u>	\$0.50
April 1, 2020 <u>2025</u>	\$0.50
April 1, 2021	\$0.50

* An employee out of progression will receive the greater of either the above \$1.58 increase or an hourly rate of \$20.00 (non-driving) or \$22.00 (driving). T/A

New Hire Rates

Rates for full-time new hires and any employee who has not completed the progression (current full-time or current part-time) will be based on percentage of the current rate:

Progression:

Months of service from Hire Date	Percentage
0-12 months	70%
12-24 months	75%
24-36 months	80%
36-48 months	85%

At 48 months, employees go to 100% of rate in effect as of that date. Applies to all full-time employees in current progression as well as future full-time hires.

Rates of pay for part-time employees in the new-hire progression or hired after April 1, ~~2017-2022~~ shall be as follows.

Start:	\$15.50 <u>19.00</u>
12 mos:	\$16.00 <u>19.50</u>
24 mos:	\$16.50 <u>20.00</u>

Part-Time Driving Rate:

Start:	\$19.00 <u>21.00</u>
12 mos:	\$20.00 <u>21.50</u>
24 mos:	\$21.00 <u>22.00</u>

The term “current rate” is the applicable hourly rate of pay for the job classification.

Except where expressly noted, ~~t~~The above-listed wage increases do not include any cost of living allowance provided for in 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 then effective wage rates as appropriate. The above rates shall not apply to casual employees. The casual starting rate shall be ~~\$13.70~~16.25. Casual employees shall receive eighty-five percent (85%) of the above-listed wage increases by classification, which shall take effect on the dates shown above Any employee who works a scheduled full-time split shift position shall receive a split-shift differential of \$1.00 per hour for all hours worked, including compensatory hours (sick, holiday, and vacation). **T/A**

Any employee working as a Lead Agent shall receive a Lead Agent premium of one

dollar (\$1.00) per hour paid up to a maximum of 40 hours per week for all compensatory hours in a week to include sick, holiday, and vacation.

CDL Premiums.

Premium pay will be added to the hourly rate of all eligible employees who hold a CDL A or B license as follows:

a. CDL A: \$0.75 per hour. This premium shall be payable under the following circumstances: (a) any employee holding a bid that requires a CDL A license; (b) any employee who holds a CDL A license and performs CDL A work on any given day. An employee eligible for premium pay under (a) will submit a form to his or her supervisor confirming that CDL A work was performed that day, and the premium will be paid for all hours worked on that day.;

CDL B: \$0.25 per hour. This premium shall be payable under the following circumstances: (a) any employee holding a bid that requires a CDL B license; (b) any employee who holds a CDL B license and performs CDL B work on any given day. An employee eligible for premium pay under (b) will submit a form to his or her supervisor confirming that CDL B work was performed that day, and the premium will be paid for all hours worked on that day. **T/A**

APPENDIX “B” Letters of Understanding
No. 1

[TA - NO CHANGE]

APPENDIX "C" SIDE LETTER:
ATTENDANCE AND WORK
RULES ATTENDANCE

[TA - NO CHANGE]