

SUMMARY OF TENTATIVE LOCAL 671 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 NOS. 671, affiliated with THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS (hereinafter “Union”). This Local Supplement 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 Unions 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 agreements 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. SENIORITY AND PROMOTIONS

[TA – No change.]

ARTICLE 22. DISCHARGE & SUSPENSION

[TA – No change.]

ARTICLE 23. HOLIDAYS

The following provisions supersede Article 25 of the National Agreement (“Holidays”) and Article 14 of the Office Clerical Operational Supplement (Eligibility Requirements for Holiday Pay”) in their 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: New Years Day, Martin Luther King Day, President’s Day, Memorial Day; Independence Day, Labor Day, Veterans Day Thanksgiving Day, Friday after Thanksgiving, December 24th (Day Before Christmas), and Christmas Day irrespective of the day on which the holiday falls and four (4) floating holidays, to be effective January 1, one which may be the employee’s birthday or any other three (3) 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 payroll period. 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. Monday holidays for employees on Tuesday through Saturday schedule have option of taking the following Tuesday as a floating holiday or payment of holiday. *[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 Monday prior to holiday for holiday work schedules.

ARTICLE 24. VACATIONS

[TA – No change.]

April 1, 20~~18~~²³ \$~~1.00~~^{1.25}

April 1, 20~~19~~²⁴ \$1.00

ARTICLE 25. SICK LEAVE

[TA – No change.]

April 1, 20~~20~~²⁵ \$1.00

~~April 1, 2021~~ ~~\$1.00~~

ARTICLE 26. WORK WEEK AND WORK DAY

[TA – No change.]

(2) All full-time employees hired after the date of ratification of this Local Rider shall receive the following hourly rates of pay (subject to the progression below):

ARTICLE 27. TRAINING

[TA – No change.]

~~April 1, 2017~~²² ~~\$20.31~~^{24.81}

ARTICLE 28. MEAL PERIOD

[TA – No change.]

~~April 1, 2018~~²³ ~~\$20.81~~^{26.06}

~~April 1, 2019~~²⁴ ~~\$21.31~~^{27.06}

ARTICLE 29. PART-TIME EMPLOYEES

[TA – No change.]

~~April 1, 2020~~²⁵ ~~\$21.81~~^{28.06}

~~April 1, 2021~~ ~~\$22.31~~

ARTICLE 30. PART-TIME TO FULL-TIME HIRING RATIO

[TA – No change.]

(3) The following progression shall apply to all full-time employees currently in progression or hired after the date of ratification:

ARTICLE 31. EMPLOYEE’S BAIL

[TA – No change.]

(a) Effective first (1st) day of employment - seventy-five percent (75%) of the current rate.

ARTICLE 32. WAGES

(1) Wage rates in effect for full-time employees out of progression on the seniority list as of the date of ratification (“Red-Circled Employees”) will be increased as follows:

(b) Effective first (1st) day of employment plus twelve (12) months - eighty percent (80%) of the current rate.

| Effective dates | Hourly Increase |
|---|--|
| April 1, 20 17 ²² | \$1.00 ^{2.50} <u>(Inclusive of COLA)</u> |

(c) Effective first (1st) day of employment plus eighteen (18) months - ninety-five percent (95%) of the current rate.

(d) Effective first (1st) day of employment plus twenty-four (24) months - one hundred

percent (100%) of the current rate.

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

| Effective dates | Hourly Increase |
|-------------------------------------|--|
| April 1, 20 17 <u>22</u> | \$.50 <u>1.58</u> (Inclusive of COLA) |
| April 1, 20 18 <u>23</u> | \$.50 <u>0.63</u> |
| April 1, 20 19 <u>24</u> | \$.50 |
| April 1, 20 20 <u>25</u> | \$.50 |
| April 1, 2021 | \$.50 |

- (4) Rates of pay for part-time employees currently in progression or hired after April 1, 20~~13~~ **2022** shall be as follows. [TA]

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

- (5) 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 the then-effective wage rates as appropriate.
- (6) 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.

ARTICLE 33. HEALTH AND WELFARE

Upon ratification of this Local Rider, and for the duration of the Local Rider, the Employer agrees to make payments to the Local 671 Health and Welfare Fund for each and every covered employee for which such employee receives pay as follows:

Pursuant to Article 19, Section 1 of the DHL - Teamsters Office Clerical Operational Supplement, the Employer will contribute ~~an additional fifty cents one dollar~~ (\$~~0.50~~1.00) per hour per year per covered employee to the Local 671 Health and Welfare Fund. ~~The full amount of increases set forth in Article 19, Section 1 of the DHL - Teamsters Office Clerical Operational Supplement will be allocated solely to the Local 671 Health and Welfare Fund.~~

Commencing with the 1st day of August 20~~17~~22, contributions, including any contribution increases required pursuant to Article 19, Section 1 of the DHL - Teamsters Office Clerical Operational Supplement, must be made to the Local 671 Health and Welfare Fund for each hour up to a maximum of forty (40) hours per week.

Commencing with the 1st day of August, 20~~17~~22, and on the 1st day of August in each subsequent contract year up to and including August 1, 20~~18~~25, the contribution amounts shall be increased by ~~fifty cents one dollar~~ (\$~~0.50~~1.00). ~~Commencing with the 1st day of August, 2019, and on the 1st day of August in each subsequent contract year up to and including August 1, 2021, the contribution amounts shall be increased by fifty cents (\$.50).~~

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 seventy-two (72) hours after the notice of delinquency set forth in Article 7, Section 12 (“Grievance and Arbitration Procedure-Delinquent Health & Welfare and Pension Obligations”) of the DHL- Teamsters National Agreement, the Local Union shall take whatever steps are necessary to secure compliance with this Article, any provisions of this Local Rider 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.

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

The Employer 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,

If the Employer becomes delinquent in contributions owed to the Health and Welfare Fund and the Local Union gives a seventy-two (72) hour notice of delinquency set forth in Article 7, Section 12 (“Grievance and Arbitration Procedure - Delinquent Health & Welfare and Pension Obligations”)

of the DHL - Teamsters National Agreement, such Employer, after satisfying the delinquency and becoming current, and then during the term of this Local Rider 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 Local Rider.

ARTICLE 34. PENSION

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

All ~~Red-Circled E~~mployees covered by this Local Rider shall continue to participate in the Employer’s applicable retirement plans subject to the rules and regulations of said plans until August 2, 2023. On Upon the later of either April- August 1, 202023or when all of the red-Circled employees have left the Company and are no longer on the seniority list, the Employer agrees to make hourly contributions to the New England Teamsters and Trucking Industry Pension Fund NE Pension Fund on behalf of each employee according to the following schedule:

| | |
|-----------------------------------|-----------------------|
| August April 1, 202023 | \$3.506.50 |
| August April 1, 202124 | \$4.506.75 |
| August March 1, 202225 | \$6.507.00 |
| March 1, 2022 | \$6.50 |

ARTICLE 35. 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 _____.

COMPANY

UNION
TEAMSTERS LOCAL
UNION NO. 671, affiliated
with the International
Brotherhood of Teamsters

The term of this Side Letter 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 _____.

COMPANY

UNION
TEAMSTERS LOCAL
UNION NO. 671, affiliated
with the International
Brotherhood of Teamsters

**SIDE LETTER REGARDING SIX (6)
HOUR FULL-TIME BID SHIFTS**

The parties agree to continue their current practice of rotating six (6) hour full-time bid shifts on the bids.