

# SUMMARY OF TENTATIVE LOCAL 745 DOCK SHUTTLE 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. 745, 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 Pickup and Delivery Operational Supplement, hereinafter referred to as the “Operational Supplement,” for the period commencing April 1, 2022 through March 31, 2026. This Local Rider shall not become effective unless and until it is ratified by the Employer’s dock-shuttle 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 dock-shuttle employees represented by the Local 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 22

[TA – No Change]

## ARTICLE 23

[TA – No Change] *Except as Noted Below*

### Section 2. Casual Employees

This list shall be compiled on a daily basis, and shall be available for inspection by a Union representative and/or shop steward. The monthly list of casu- als shall be mailed to the Union and postmarked by the tenth (10<sup>th</sup>) day of the month. If the list is late, the Company will pay an eight (8) hour per day penalty from the tenth (10<sup>th</sup>) day of the month until the date that the list is mailed to the Union and postmarked. Such penalty shall be paid to the most senior steward. Any subsequent penalties shall be rotated among the stewards by seniority. Such payment will be made within two (2) weeks and will not be subject to the penalty pay provision of the collective bargaining agreement. T/A

**ARTICLE 24. SENIORITY**

[TA – No Change]

**ARTICLE 25. GRIEVANCE  
PROCEDURE**

[TA – No Change]

**ARTICLE 26. ABSENCE**

[TA – No Change]

**ARTICLE 27. DISCHARGE OR  
SUSPENSION**

[TA – No Change]

**ARTICLE 28. EXAMINATIONS AND  
IDENTIFICATION FEES**

[TA – No Change]

**ARTICLE 29. PAY PERIOD**

[TA – No Change]

**ARTICLE 30. HEALTH AND  
WELFARE**

Pursuant to Article 20, Section 1 of the DHL - Teamsters Dock Shuttle Operational Supplement, the Employer will contribute up to an additional one dollar (\$1.00) per hour per year per covered employee to be divided between the Central States Health and Welfare Fund and the Central States Pension Fund as determined by the Area Co-Chairs.

[TA – No Change] *Except as Noted Below*

Effective August 1, 2022, contributions, including any contribution increases pursuant to Article 20, Section 1 of the DHL - Teamsters Dock Shuttle Operational Supplement, must be made to the Central States, Southeast and Southwest Areas

Health and Welfare Fund or other applicable fund, for each week in which a regular employee works or is compensated at least two (2) days or tours of duty in the contribution week. For regular employees who work or are compensated one (1) day or tour of duty in the contribution week, the contribution rate will be in an amount determined by the Area Co-Chairs. This provision shall only apply to regular employees covered by this Local Rider who have been on the payroll thirty (30) days or more. T/A

Effective August 1, 2022, and on August 1 of each subsequent contract year through August 1, 2025, the weekly contribution for regular employees shall be increased by the amount directed by the Area Co-Chairs pursuant to Article 20, Section 1 of the DHL - Teamsters Dock Shuttle Operational Supplement, subject to the contribution increase cap set forth in that article and section. T/A

Effective August 1, 2022, the Employer shall allocate up to an additional \$0.25 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, 2022, combined with any required pension contribution rate increase in that year, is less than \$1.25 per hour, the unused portion of the additional \$0.25 per hour shall be banked for use, if necessary, to fund health and welfare increases in the benefit years beginning August 1, 2022, and/or August 1, 2023. T/A

Effective August 1, 2024, the Employer shall allocate up to an additional \$0.25 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 \$0.25 allocated on August 1, 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. T/A

### ARTICLE 31. PENSION

Pursuant to Article 21, Section 1 of the DHL - Teamsters Dock Shuttle Operational Supplement, the Employer will contribute up to an additional one dollar (\$1.00) per hour per year per covered employee to be divided between the Central States Health and Welfare Fund and the Central States Pension Fund as determined by the Area Co-Chairs.

**[TA – No Change] *Except as Noted Below***

Effective August 1, 2022, contributions, including any contribution increases pursuant to Article 21, Section 1 of the DHL - Teamsters Dock Shuttle Operational Supplement, must be made to the Central States, Southeast and Southwest Areas Pension Fund for each day or tour of duty either worked or compensated, up to a weekly maximum contribution of \$ 342.00 (5 x \$68.40), for each regular employee covered by this Local Rider who has been on the payroll thirty (30) days or more. T/A

On August 1, 2022, and on August 1 of each subsequent contract year through August 1, 2025, the daily and weekly contribution amounts for regular employees shall be

increased by the amount directed by the Area Co-Chairs pursuant to Article 21, Section 1 of the DHL - Teamsters Dock Shuttle Operational Supplement, subject to the contribution increase cap set forth in that article and section. T/A

Effective August 1, 2022, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund a sum in an amount directed by the Area Co-Chairs pursuant to Article 21, Section 1 of the DHL - Teamsters Dock Shuttle Operational Supplement for each day or tour of duty worked by each casual employee until such time as such employee accrues seniority in accordance with the contract. This shall not apply to a bona fide probationary employee who is notified in writing, with a copy to the Local Union, at the beginning of his employment that he is a probationary employee. However, if such probationary employee does not accomplish seniority under the provisions of the contract, but is terminated during the probationary period, the Employer must give written notice of such termination to the Local Union and he must then comply with the contract provisions for pension payments for each day of employment as if he were a casual employee. Any violation of this provision shall be subject to the grievance procedure, set forth in Article 7 (“Grievance and Arbitration Procedure”) of the DHL - Teamsters National Agreement. T/A

### ARTICLE 32. VACATIONS

**Sections 1-9 [TA – No Change]**

#### Section 10

**The Employer may not force an employee to use vacation while on FMLA leave, provided that vacation was pre-scheduled. T/A**

**ARTICLE 33. HOLIDAYS**

[TA – No Change] *Except as Noted Below*

The following holidays will be observed: New Year’s Day, Martin Luther King Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day, Christmas Day, the employee’s birthday, employee’s anniversary date and “Victory in Europe” (VE) and “Victory in Japan” (VJ) Days, if either be declared a National holiday by the U.S. Government. T/A

**ARTICLE 34. PAID-FOR TIME**

[TA – No Change]

**ARTICLE 35. WAGES**

**Section 1. Wages and Hours**

[TA – No Change]

**Section 2. Rates of Pay**

Full-Time Rates

The following increases for full-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, 2022	\$ <u>2.50</u> *
April 1, 2023	\$ <u>1.25</u>
April 1, 2024	\$1.00
April 1, 2025	\$1.00

\* Includes 2022 COLA

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.

**Entry Rates**

[TA – No Change]

**Part -Timers (out of progression)**

Wage rates in effect will be increased as follows:

<u>Effective dates</u>	<u>Hourly Increase</u>
April 1, 2022	\$ <b>1.58*</b>
April 1, 2023	\$ <b>0.63</b>
April 1, 2024	\$0.50
April 1, 2025	\$0.50

\* Includes 2022 COLA

**Part -Timer Progression**

Start:	\$ <b>19.00</b>
12 mos:	\$ <b>19.50</b>
24 mos:	\$ <b>20.00</b>

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.

**Section 3 – 12:[No Change]**

**ARTICLE 36. FUNERAL LEAVE**

In the event of a death in the family (father, mother, wife, husband, brother, sister, son,daughter, step-parents or step-children) a regular employee shall be entitled to a maximum of three (3) days off with pay to attend the funeral. In the event of a death of an employee’s grandparents

mother-in-law, father-in-law or spouse's brother or sister, a regular employee shall be entitled to one (1) day off with pay, to attend the funeral. A regular employee shall be entitled to three (3) days funeral leave during the period from and including the day of the death of the designated relative to and including the day of the funeral, and at the option of the Employee he/she may take the day after the funeral with proper notification, if all other conditions set forth herein are met: T/A

(1) To be eligible for funeral leave, the employee must attend or make a bona fide effort to attend, the funeral.

(2) Pay for compensable funeral leave shall be for the employee's regular shift at the straight-time hourly rate.

(3) Funeral leave is not compensable when the employee is on leave of absence, vacation, bona fide lay-off, sick leave, holiday, Worker's Compensation, or jury duty.

(4) The relatives designated shall include brothers and sisters having one parent in common; and those relationships generally called "step" (including step-parents and step-children) providing persons in such relationship have lived or have been raised in the family home and have continued an active family relationship. T/A

In order to receive pay for time lost, the days involved must be days for which the employee would otherwise be compensated.

If the funeral is beyond three hundred ( **300**) miles of the home domicile, the employee could be paid if the funeral falls on a compensable work day or one (1) day of the three (3) paid funeral leave days may be

used the day after the funeral, if requested by the employee. T/A

The employee shall be allowed to make up to two (2) additional days lost time on his/her off days ahead of casuals within thirty (30) days providing the employee attends the funeral and makes the request to the Employer. The request must be made as soon as the employee becomes aware of the funeral date. Casual hours worked to replace the absent employee will not count toward adding employees to the regular seniority list. Make-up days will be at the straight-time hourly rate.

**ARTICLE 37. MOONLIGHTING**

[TA – No Change]

**ARTICLE 38. LOCAL PRACTICES**

[TA – No Change]

**ARTICLE 39. DURATION**

The term of this Local Rider is subject to and controlled by all of the provisions of Article 27of 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.  
745 affiliated with the  
International  
Brotherhood of  
Teamsters

By: \_\_\_\_\_  
TITLE: \_\_\_\_\_

By: \_\_\_\_\_  
TITLE: \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING REGARDING SPLIT SHIFTS**

[TA – No Change]

**MEMORANDUM OF UNDERSTANDING REGARDING ATTENDANCE CATEGORIES**

[TA – No Change]

**LETTER AGREEMENT REGARDING SENIORITY**

[TA – No Change]

**MEMORANDUM OF UNDERSTANDING REGARDING DHL@HOME DELIVERIES**

[TA – No Change]

**MEMORANDUM OF UNDERSTANDING REGARDING PART-TIME TO FULL-TIME TRIGGER**

[TA – No Change]

**MEMORANDUM OF UNDERSTANDING REGARDING BARGAINING UNIT WORK**

The Parties agree it is bargaining unit work to move shipments in carts from the load positions to the yellow SIDA line (or designated threshold), where the cart is handed off to the third-party vendor. The Service Provider or other third-party will not perform cross-dock work. T/A

The Employer will ensure that its Service Providers (SPs) will instruct their employees not to perform bargaining unit work. T/A

In the event that the Union believes that the SPs’ employees are continuing to perform bargaining unit work, the Employer will meet with the Union to discuss any additional suggestions the Union may have to prevent further performance of bargaining unit work by the SPs’ employees. If the Union is not satisfied with the result of those discussions, the Union’s President, or his designee, and the Employer’s Area Operations Senior Director will meet to further discuss the issue. T/A

Nothing herein shall prevent the Union from filing a grievance claiming improper subcontracting. T/A

**MEMORANDUM OF UNDERSTANDING REGARDING ADDITIONAL FULL TIME POSITIONS**

Within thirty (30) days following the date of ratification, the Company will add one (1) additional full-time dockworker position. Following that addition, but within sixty (60) days following the date of ratification, the Company will add an additional one (1) full-time dockworker position. T/A