

**Local 856 Office Clerical Local Rider
Effective**

April 1, 2017 to March 31, 2022

ARTICLE 21. 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 (hereinafter "TDHLNNC"), and LOCAL UNION 856, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS (hereinafter "Union" or "Local 856"). 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 Local 856 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 office clerical employees represented by Local 856.

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. EMPLOYEES COVERED

The execution of this Agreement on the part of the Employer shall cover office and clerical employees employed by the Employer, within the jurisdiction of Local 856, excluding, however, the classifications set forth immediately below:

1. Confidential employees, supervisory and professional employees within the meaning of the Labor Management Relations Act of 1947, as amended.
2. Employees already covered by an existing union contract.
3. Dispatcher exercising independent judgment with respect to the responsibility for directing the work or recommending hiring and firing.

It is the intention of the parties hereto that the aforesaid exclusions shall be governed by the duties commonly and regularly performed by employees and shall not depend on mere title.

ARTICLE 23. COMPETITIVE EQUITY

In the event employers who are not parties to this Agreement should engage in operations requiring clerical services, which affect local drayage or cartage services or freight pick-up and delivery services, the Union representing the employees of such employer in the respective bargaining unit shall, to the extent it may do so lawfully and within such period of time it may

deem feasible, bring into effect all of the provisions, conditions and wages of this Local Rider.

In the event the Employer may require the services of employees coming under the jurisdiction of this Agreement in a manner and under conditions not provided for in this Agreement, then and in such instances the Union and the Employer concerned may negotiate such matters for such specific purposes, subject to the grievance process.

ARTICLE 24. ADDENDUMS TO AGREEMENTS

Addendums to this Local Rider providing for better wages, hours and working conditions than those provided in this Local Rider, which have previously been negotiated and put into effect by the Union and Employer, shall be reduced to writing and executed by the Employer and the Union .

ARTICLE 25. RECALL FROM LAY-OFFS

- (a) A laid-off employee shall be given a written notice of recall by certified mail addressed to his last known address on files with the Employer with a copy to the Union. Such employees must respond to such notice within seven (7) days after the date of the postmark and actually report to work with five (5) additional days. If an employee fails to comply with these recall provisions, he shall lose all seniority rights unless otherwise agreed to in writing on a case-by-case basis by the Employer, the Union and the particular employee involved. The copy of the recall notice sent to the Union need not be sent by certified mail, and proof of mailing to the employees shall be sufficient to justify the loss of seniority if the employee fails to comply with these recall provisions. Recall notices which are not successfully delivered to the affected employee's residence of record due to an incorrect address resulting from the employee's failure to advise the Employer of his/her current correct address, shall nevertheless be deemed "received" as of the date and time the initial delivery has been attempted.
- (b) For each occurrence of the Employer supplementing a shift, either with regular employees or casuals, on twelve (12) different days in a calendar month, the employer will recall one (1) laid off employee. Premium day shifts in excess of daily absent employees already replaced will be counted as supplemental shifts towards the recall of laid off employees. Employees on letter of layoff may be recalled on a voluntary day-to-day basis without the written notice of recall, as described above. Present practice in regards to this issue shall remain in effect subject to approval between the parties.
- (c) Laid-off employees working to replace temporary vacancies or as temporary supplemental help or recalled as full-time employees shall be eligible to bump or bid as outlined in Articles 26 and 27 below after having worked thirty (30) calendar days.

ARTICLE 26. REDUCTION IN WORK FORCE

- (a) When it becomes necessary to reduce the working force within a classification, the employee with the least terminal seniority in that classification shall be laid off first. Such layoff notice shall be in writing with a copy to the Union. This does not apply to day-to-day layoffs.
- (b) Any employee affected by such reduction in the work force may exercise his or her seniority to bump into another classification where there is an employee with lesser company seniority, provided however, that:
 - (1) If the reduction in work force causes an immediate starting time or work week change in the affected classification, the employee in that classification by seniority shall have the first opportunity to bump into another classification and;
 - (2) The employee shall receive the rate of pay provided in this agreement for such position and;
 - (3) The affected employee is qualified and capable of performing the duties of the position. If the employee possesses the required basic skills, e.g. typing and a basic knowledge of the job, but is not fully capable of performing the duties of the position into which he/she desires to bump, he/she will be given a reasonable opportunity to demonstrate his/her capability to perform the duties of such position. This may require some additional familiarization with the duties of such position through a review of any manual material that may be available and/or basic assistance by supervision. During such familiarization the employee shall receive the rate of pay provided in this Agreement for such position.

ARTICLE 27. BIDDING

The Employer agrees that when any position covered by this Local Rider is open, and said position will be posted for bid at that office location, and may be bid upon by employees on that office's active seniority roster. However, when a new starting time within a classification is changed, or an opening occurs due to a vacancy or an addition, employees within that classification shall have the first opportunity, on a seniority basis, to claim such starting time before it is posted for bid. Abuse of changing starting times is subject to the grievance procedure.

Terminals shall have an annual bid. At the time of bidding an employee must be qualified to perform the functions of the job for which they are bidding. The Employer has the right to establish job requirements for each bid classification.

Seniority shall be the governing factor where the employee meets the provisions of the bid. Any controversy shall be subject to the grievance procedure, except that where the parties have established specified for determining qualifications of employees for promotions, such procedures may continue in effect unless changed by mutual agreement.

Written notices of job openings are to be posted for bid for three (3) days. The bid shall contain an adequate description of the job duties, the starting time for such position, the rate of pay involved, and the requirements for the position. Copies of all bid notices and awards shall be sent to the Union.

The Employer may change a starting time in any classification by no more than two (2) hours on a one (1) time basis during any calendar year without such position being subject to bid. If the change in starting times exceeds two (2) hours, the affected employee in such bid classification has the option to retain his bid position or may bump where his seniority and qualification permit. In such case, the vacated position will be offered first within the classification and, if not filled in that manner, will be posted for bid.

In the event a permanent job opening exists at any of the Employer's locations within Joint Council No. 7 which has already been offered to the employees at the location where the vacancy exists shall be offered to laid-off employees within Joint Council No. 7.

The successful bidder shall be placed at the bottom of the new terminal's seniority list for bidding and layoff purposes but shall retain the Company seniority for fringe benefits only. A transferring employee shall pay his own moving expenses and shall upon reporting to such new terminal, be deemed to have relinquished his right to return to seniority to the terminal from which he transferred.

ARTICLE 28. MEAL PERIOD

Meal period shall be established by the Employer of either thirty (30) minutes or one (1) hour and shall not be changed with less than one week's notice, consistent with State law.

ARTICLE 29. SPLIT SHIFTS

There shall be no split shifts. An emergency callback as referred to in Article 36 shall not be considered a split shift.

ARTICLE 30. SANITARY CONDITIONS

The Employer agrees to maintain a clean, sanitary washroom having hot and cold running water and with toilet facilities, unless otherwise mutually agreed to.

ARTICLE 31. EXTRA EMPLOYEES

- (a) A casual is an individual who is included in the bargaining unit but who is not on the regular seniority list and who is not serving a probationary period. A casual may be either a replacement casual or supplemental casual as hereinafter defined. Casuals shall

not have seniority status. Casuals shall not be discriminated against for future employment. Supplemental casuals shall be paid from the time they clock in.

- (b) Casual employees may be used in any classification of work covered by this Agreement, subject to an eight (8) hour minimum daily guarantee if put to work in a full-time position.
- (c) Replacement casuals may be utilized by an employer to replace employees who are off due to illness, vacation or other absence. Where the Company has at least three (3) hours notice that a regular employee will be absent from his shift, the casual shall be started at the same time as the regular's starting time, in order to be counted as a replacement casual. Where the company has less than three (3) hours notice that a regular will be absent from his shift, a casual started within three (3) hours of the absentee's starting time shall qualify as a replacement casual. When used for such replacement the casual's time card shall be so noted, prior to the end of the employee's shift.

A replacement casual shall work within the classification of the person being replaced provided such casual is qualified to perform the duties of the absent employee.

- (d) Supplemental casuals may be used to supplement the regular work force if all available regular employees are working or scheduled to work. However, such supplemental casuals shall not be used to deprive regular employees or premium day work.
- (e) Any casual or non-seniority employee used by the Employer for twelve (12) eight (8) hour supplemental shifts within a calendar month shall be automatically processed by the Employer to determine whether the casual meets the Employer's hiring standards and qualifications. Such processing shall be completed within thirty (30) calendar days from the completion of the twelfth (12th) shift worked.

After such processing, if the casual employee meets the Employer's hiring standards and qualifications for regular employment, he/she shall be placed on a seniority list for regular employment; he/she shall not be subject to any probationary period. His/her seniority date will be the date he/she is put on the seniority list.

When an Employer utilizes eight (8) hour supplemental casuals thirty (30) or more days in any two (2) consecutive calendar months, the Employer shall add one (1) regular employee.

The Employer shall select and place a casual(s) into probationary status who has been working for the Employer. Once the number of new employees has been determined by the parties, the Employer must hire within sixty (60) days unless these proposals there is an intervening layoff. In the event of a layoff, the time period for hiring will be extended until the last man on layoff is recalled. The balance of the sixty (60) day hiring period then continues in effect that date. Failure to add regular employees within the prescribed time shall subject the Employer to runaround claims.

- (f) The parties acknowledge there may be a time when the absence of a particular regular employee is of such a nature that even though he still retains seniority status, it is not likely that even though he will return to work within a reasonable period. In such cases when such absence continues beyond three (3) calendar months a replacement casual

shall not thereafter be used to fill such absence unless the Employer and the Local Union mutually agree to the continued use of a replacement casual.

A monthly list of all extra (e.g. laid off) casual (supplemental or replacement) and/or probationary employee used during the month shall be submitted to the Union by the tenth (10th) day of the following month. Such list shall show:

- (a) The employee's name, address and social security number;
- (b) The date worked;
- (c) The classification of work performed each date and the hours worked; and
- (d) The name, if applicable, of the employee replaced.

This list shall be compiled on a daily basis and shall be available for inspection by a Union representative and/or the job shop steward.

Any alleged violation of this Article may be grieved by the Union.

- (g) Casual employee working a holiday shall be paid the applicable hourly rate of pay and shall be guaranteed a minimum of eight (8) hours of work on such day. Casual employees will not be used in a particular classification when the regular employees in that classification are laid-off and have not been offered work.
- (h) Temporary positions for four (4) weeks duration or longer shall be posted for bid. Employer shall have the option of replacing successful bidder with a casual employee.

ARTICLE 32. COFFEE BREAKS

All employees shall be granted a fifteen (15) minute coffee break approximately halfway through the first half of their shift, and a fifteen (15) minute coffee break approximately halfway through the second half of their shift. Such coffee break shall be taken without loss of pay and the employee shall not be required to make up such time. Reasonable time spent by the employee walking from his assigned area to the coffee break area is included in the fifteen (15) minute coffee break period and time spent retuning to his assigned work is excluded from the fifteen (15) minute coffee break period.

In the event an employee is worked on an early call in basis of two (2) hours or more, such employee shall be granted a fifteen (15) minute coffee break at the beginning of their normal start time.

In addition an employee who is required to work overtime continuous to their regular scheduled shift, shall receive a fifteen (15) minute coffee break at the tenth (10th) hour provided the need to work overtime will continue beyond two (2) hours.

ARTICLE 33. SENIORITY VIOLATION

In the event an employee is not worked in his rightful position of seniority he shall be compensated in the amount that was earned by the employee who was worked in his stead. In

the event an employee is not worked in his rightful position of seniority and is later worked, he shall be compensated at the regular straight time rate of pay for all hours commencing at the time he should have worked and the time he did work, not to exceed seven (7) hours. The total amount an employee is paid under this provision, including penalty pay, shall not be less than that paid to the junior employee who was worked ahead of the senior employee. An employee whose seniority is violated under this provision and is either offered work at a later time and refuses or a verified attempt to offer work at a later time is made and the employee is not available, such employee shall not be eligible for the benefits of this provision.

ARTICLE 34. PAID FOR TIME

All employees covered by this Agreement shall be paid for all time spent in service of the Employer. Rates of pay provided for by this Agreement shall be minimums. Time shall be computed from the time that the employee is ordered to report for work and registers in and until he is effectively released from duty. This does not include meal time when taken.

ARTICLE 35. WORK IN OTHER CLASSIFICATIONS

The rate of pay for employee regularly engaged in more than one (1) specified classification group shall be the average rate of the groups in which work is performed, provided, however, that an employee must work an average of more than one (1) hour per day in a given classification in order that such classification be used in the computation of the combination rate. If employees work in a higher classification for four (4) or more hours in any one (1) day, the rate of pay for such higher classification shall apply for the entire day. The Employer shall provide reasonable opportunity for employees to upgrade themselves on all job classifications under this Local Supplement. Within operational limits, company equipment shall be made available under appropriate supervision. All such training shall be on the employee's own time.

ARTICLE 36. EMERGENCY CALL BACK

When an employee has clocked out and actually departed from the Employer's premises and thereafter "called back" for a work assignment, he shall be guaranteed four (4) hours pay at one and one-half (1½) times the regular rate of pay for the classification of work that he performs. This is not to be considered as part of a split shift.

ARTICLE 37. CALL TIME

Regular employees used to augment the work force or regular employees who are successful bidders for premium day work shall be notified of their start times between the second and third hour before such start time for work whenever possible, unless prior arrangement have been made. All regular employees, laid off employees, that are called for daily work shall be given

two (2) calls, with a minimum of seven (7) minutes between calls. The second (2nd) call shall be verified by a bargaining unit employee before the employee is bypassed for work. The work call shall be made to one (1) number only, which has been submitted in accordance with the terminals' procedures. This does not prevent the Employer from calling additional employees to replace no show absentees up to the normal start time.

Laid-off employees used as supplements or replacements shall not be guaranteed forty (40) hours in the workweek.

Call time for regular laid-off employees shall be in accordance with Article 31, Section (c) of this Local Rider ("extra employees").

ARTICLE 38. WORK OPPORTUNITY AT OTHER TERMINALS

By mutual agreement between the Employer and the Union, laid-off employees may request in writing to their supervisors, to work at other terminals provided that:

- (1) The Employer has multiple terminals within a Union's geographic area; and
- (2) Subject to the workload and number of such requests.
- (3) Such use for available work will not be deemed a violation of the Agreement if laid-off employees are used prior to preferential casuals at these terminals.
- (4) Laid-off employees will not gain seniority at those locations.

An Employer will try to accommodate a laid-off employee's request to work. Provided however, laid-off employees shall receive the casual rate of pay and the casual health and welfare at these terminals. If a laid-off employee has already qualified for regular health and welfare at his home terminal, the Employer's Health and Welfare obligation is satisfied.

Laid-off employees receiving eighty (80) or more hours total compensation from those terminals shall receive regular health and welfare.

ARTICLE 39. APPENDIX "A"

The classification of work performed by the employees under this Local Rider and the Groups for such classification as well as a general description of the duties performed under each classification are set forth in Appendix "A" attached hereto and made a part hereof.

It is recognized that due to technological changes, the duties of employees working the classification contained herein will vary.

It is also agreed and understood that the list of classification does not include all of the functions that are performed by the employees covered by this Local Rider and not being listed in no way diminishes the fact that, that work continues to be bargaining unit work.

ARTICLE 40. WORKWEEK – OVERTIME – PREMIUM PAY

A. Overtime. One and one-half (1½) the regular hourly rate of pay as herein provided shall be paid for all work performed in excess of forty (40) hours in any one (1) workweek, or in excess of eight (8) hours in any one day (1) day (ten (10) hours in a 4/10 workweek). Daily overtime shall be credited against weekly overtime for all work performed on Saturdays, Sundays, and Holidays.

B. Premium Pay. Any employee performing work other than between the hours of 7:00 a.m. and 6:00 p.m. shall receive premium pay equal to ten percent (10%) of the regular hourly rate for the classification of work performed provided, however, that only the overtime rate shall apply to any work in excess of eight (8) hours in a day if such work is performed as a continuation of the employee's regular shift. When an employee works four (4) or more hours at ten percent (10%) premium during his or her regular shift, any overtime, if worked, shall include the ten percent (10%) premium rate.

This provision shall not apply to part time billers or regular employees hired on or after April 1, 1986. Such shift premiums as set forth above shall apply to casuals. Premium pay shall be included in the computing of paid holidays, vacations and sick leave pay.

C. Workweek. Forty (40) hours shall constitute a workweek to be worked in five (5) consecutive days, Monday through Friday. However, the Employer may establish a four (4) ten (10) hour workweek (Monday through Friday).

D. Saturday and Sunday Work. Any employee called and reporting for duty on Saturday and Sunday shall be guaranteed at least four (4) consecutive hours of work.

E. Premium Day Work. Choice of terminal premium day overtime in a classification shall be governed by terminal seniority within that classification, or by rotating seniority list, if mutually agreed to by the Employer and the Union.

F. Weekend Bids. Effective on the date of Ratification of the new agreement, the Company can use up to 20% (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 through Saturday workweek, however such bids shall be for five - 8 hour consecutive days and require two (2) consecutive days off. (For example, a shift with 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 of the date of ratification on a station by station basis created through growth can be used to make up the 20%. Furthermore, if the total number of full-time Monday through Friday 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 bids at that station.

If any full-timer working a bid covering a weekend day is not available on his normal weekend shift, the Company shall use the following order of call to fill the shift: laid off employee, full-time employee, part-time employee and then a casual.

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

The provisions in this Section shall apply to weekend bids regardless of contrary overtime or order-of-call provisions set forth in this Supplement.

ARTICLE 41. HOLIDAYS

The following holidays shall be observed: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, December 24th, Christmas Day, the Employee's Birthday, Employee's Anniversary Date, Personal Holiday (see Note). Employees qualifying for holiday pay shall receive eight (8) hours straight time pay even though no work is performed, regardless of the day of the week on which the holiday may fall.

When one of the above holidays falls on a Sunday and is observed on Monday, Monday shall be considered a paid holiday. Work performed on these holidays shall be compensated for at the rate of time and one-half (1½) in addition to the credited pay for the day. Any employee who reports for work and is put to work thirteen (13) days in the calendar month shall be entitled to any paid holiday which occurs during that month. Paid holidays, paid vacation and paid sick leave shall be counted as days worked for the purpose of this Article.

NOTE: PERSONAL HOLIDAY

A. An employee may choose any day of his preference for his personal holiday giving the Employer at least fifteen (15) calendar days written notice prior to the day chosen.

B. The Employer will grant the employee the day of his choice as his personal holiday, unless an excessive number of employees have chosen the same day and granting all the requests would affect the Employer's operation. In that event, the Employer may deny the request for the day chosen and the employee may request an alternate date.

C. An Employee off due to illness or on the job injury shall have the right to carry over his/her personal holiday

If the employee's birthday or anniversary date fall in the middle of the week (Tuesday through Thursday), he/she shall have the option of taking the Monday or Friday off during that week, provided he/she notifies the Company one (1) week in advance. No employee shall work his/her birthday, anniversary day, or other designated day in lieu of said holiday unless it is mutually agreed upon. In arranging such optional holidays, it is agreed that the Employer's operation shall not be impaired because an excessive number of employees specify the same optional holiday date. In such event, the Employer shall permit not less than twenty percent (20%) of their work force to take such holiday on the same date. In such cases seniority shall govern the selection of employees granted such holiday. No seniority claim shall be recognized because an employee has taken an optional holiday.

Part-time employees added to the seniority list after June 6, 2008 shall receive paid holidays prorated based on the average number of hours worked in the two (2) weeks before the holiday.

ARTICLE 42. VACATIONS – Full-Time Employees

Subject to the thirteen (13) day qualification period outlined below, employees who have been in the service of the Employer for a period of one (1) year shall be granted two (2) weeks vacation with pay. Pay for such two (2) weeks vacation shall be computed on the basis of ninety (90) hours at the straight time rate of pay. An employee whose services terminate for any reason after six (6) months of continuous employment with the Employer shall be granted prorated vacation pay based on seven and one-half (7½) hours per month of employment; however, if his service should terminate for any reason prior to six (6) months of continuous employment with the same Employer, he shall not receive any prorated vacation pay.

Employees with three (3) or more years of service with the same Employer shall receive three (3) weeks vacation with pay each year. Pay for such three (3) weeks of vacation shall be computed on the basis of one hundred thirty-five (135) hours at the straight-time rate of pay. Prorated vacation shall be based on eleven and one-quarter (11¼) straight-time hours pay for each month of employment. Employees with ten (10) or more years of service with the same Employer shall receive four (4) weeks vacation with pay each year. Pay for such four (4) weeks of vacation shall be computed on the basis of one hundred eighty (180) hours at the straight-time rate of pay.

Prorated vacation pay shall be based on fifteen (15) straight-time hours for each month of employment.

Any employee who completed twenty (20) or more years of service shall receive five (5) weeks (twenty-five (25) working days) vacation with pay each year. Pay for such five (5) weeks of vacation shall be computed on the basis of two hundred twenty-five (225) hours at the straight-time rate of pay. Prorated vacation pay shall be based on eighteen and three-quarter (18¾) straight-time hours for each month of employment.

Effective for vacations to be taken in the year beginning January 1, 2004, the vacation schedule will be no less favorable to the employee than the following:

6 weeks of vacation after thirty (30) or more years of service.

Vacation pay may not accrue beyond the annual entitlement. Employees with unused vacation at the end of the vacation year will receive a lump sum payment equivalent to their available vacation pay for that year.

Time off due to illness or approved leave of absence exceeding thirty (30) days shall not be accumulated toward vacation credit. Any employee who reports to work and is put to work thirteen (13) days in a calendar month shall be entitled to vacation credit for that month. Paid holidays, paid vacation and paid sick leave shall be counted as days worked for the purpose of this Provision.

Past practice shall prevail both as to the time Of taking vacation and the number of employees entitled to be off on vacation at any time provided that a minimum of twenty percent (20%) of the total number of employees by classification shall be permitted to go on vacation between May 1st and November 1st each year.

Employees may elect to schedule up to two (2) weeks of accrued vacation in increments of one (1) day, or a combination thereof, subject to the following:

(a) Employee must notify employer at the time of the annual bid of his/her election to schedule either one (1) week or two (2) weeks of accrued vacation in incremental days.

(b) Employees must notify the Employer prior to the date the employee elects to schedule the first day of such vacation in accordance with established Employer policies for receiving vacation pay on the payday prior to the start of a scheduled incremental vacation. Unless mutually agreed to, an employee must give the Employer at least ten (10) days' notice of his/her request to utilize incremental vacation. Vacation payment for incremental vacation days shall be paid in full weekly amounts for each scheduled incremental week, unless otherwise mutually agreed to. The scheduling of the remaining days of this week's accrued vacation shall be in accordance with established vacation scheduling procedures. The scheduling of incremental days shall be subject to the number of employees requesting such time off, including the number of employees who had previously scheduled a personal holiday. Granting of incremental vacation days shall be on a seniority basis and the number of employees allowed to schedule incremental days shall not be unreasonable.

All accrued vacation pay for the amount of vacation time to be taken is to be paid to the employee one (1) day before the employee's last shift worked. Such vacation pay shall be paid by separate check.

If any employee's paid vacation period accrues or is payable during a period in which he is otherwise entitled to unemployment compensation, the employee's right to and payment for such vacation shall be deferred for thirty (30) days. If, at the end of such period, the employee makes a written request for accrued vacation, payment will be made within five (5) working days.

Part-time employees hired after June 6, 2008 are ineligible for vacation under this Article.

ARTICLE 43. SICK LEAVE

All full-time employees, after four (4) months of service with the Employer, shall be entitled to receive seventy-two (72) hours of sick leave each year. All part-time employees, after four (4) months of service with the Employer shall be entitled to nine (9) days at three (3) hours of sick leave pay each year. The Employer may require a doctor's certificate or other reasonable proof of illness.

Employees covered by this provision may accumulate a maximum of one hundred and sixty (160) hours of unused sick leave.

If an employee schedules appointments for dentistry, eye care, medical treatments or physical examinations during regularly scheduled work hours. such time off shall be chargeable against the employee's sick leave credit at not less than full hour increments for each hour or fraction thereof.

Any employee who has sick leave credit and is drawing disability insurance or Workers' Compensation shall, at his request, be paid the difference between such benefit payments and his straight-time earnings for such time such benefit payments are made. These payments shall be charged to the employee's sick leave credit. The request for this procedure shall be made by the employee in writing.

ARTICLE 44. PART-TIME EMPLOYEES

Terminals with five (5) bargaining unit employees or less may employ one regular part-time employee. In terminals other than break bulks of over five (5) bargaining unit employees, one (1) additional part-time employee in any classification shall be permitted for each seven (7) additional bargaining unit employees in the following manner:

5 employees or less	1 part-timer
6 through 11 employees	2 part-timers
12 through 18 employees	3 part-timers
19 through 25 employees	4 part-timers

Such formula shall carry on for each additional seven (7) employees. Such employee shall be guaranteed four (4) hours work per day, if worked over four (4) hours, part-time employees shall be guaranteed eight (8) hours for that day. Part-time position shall be bid and employees placed on the seniority list. Part-time employees shall be guaranteed a weekly minimum of twenty (20) hours of work. Vacations, Holidays, Sick Leave and Funeral Leave shall be applied to part-time employees on the seniority list as of June 6, 2008 , on a pro rata basis. Vacation pay shall be computed the same as a regular employee. The Employer may utilize four (4) hour casuals to replace absent part-time employees.

Notwithstanding the provisions of this Article, the Employer may utilize up to two (2) part-timers at its Oakland (OAK) facility. The Employer may utilize the two (2) part-timers even if there are full-timers on layoff at the other facilities, provided that the opening of the OAK facility and the hiring of the two (2) part-time employees does not result in a reduction to less than three (3) positions at JCC for the red-circled JCC employees (those hired prior to the date of ratification).

Further, the Employer will red-circle the number of full-time positions at each location as of the date of ratification. Provided that the Employer has one additional full-time position at that location (above the red-circled number), the Employer may utilize one additional part-time employee at that location above the number set forth above.

ARTICLE 45. HEALTH AND WELFARE

Pursuant to Article 19, Section 1 of the DHL – Teamsters Office Clerical 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 respective health and welfare funds and the pension fund as determined by the Area Co-Chairs.

Effective August 1, 2017, and on August 1 of each subsequent contract year through August 1, 2021, contributions, including any contribution increases pursuant to Article 19, Section 1 of the DHL – Teamsters Office Clerical Operational Supplement, must be made to the Local 856 Health and Welfare Plan in amounts directed by the Area Co-Chairs, subject to the contribution increase cap set forth in that article and section.

Effective August 1, 2019, the Employer shall allocate up to an additional \$.50 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 19 and 20 of the Office Clerical 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, combined with any required pension contribution rate increase in that year, is less than \$1.50 per hour, the unused portion of the additional \$.50 per hour shall be banked for use, if necessary, to fund health and welfare increases in the benefit years beginning August 1, 2020, and/or August 1, 2021.

Effective August 1, 2021, the Employer shall allocate up to an additional \$.50 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 19 and 20 of the Office Clerical Operational Supplement, combined with any remaining portion of the additional \$.50 allocated on August 1, 2019, 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 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; August 1, 2020; or August 1, 2021, 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 allocations set forth above, whichever is less) to fund additional pension contributions during that year.

If any 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 contributions for a period of one (1) month after contribution for active employment ceases. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months beginning with the first month after contribution for active employment ceases.

Eligibility for this Trust shall be as follows:

- A. A regular employee is an employee who has gained seniority under the provisions of this Local Rider and who has worked under the terms of this Local Rider for eighty (80) straight-time hours or more in the preceding calendar month.
- B. A casual is an individual who is not on the regular seniority list and who is not serving a probationary period. The eighty (80) straight-time hour qualification clause shall be applied to casuals who work thirty (30) consecutive calendar days for a single Employer on the next full calendar month in which eighty (80) straight-time hours are worked.

As an example, a casual employee would receive contribution in his or her behalf based on the following:

Date of employment. January 10th - completed thirty (30) days of continuous employment on February 10th - qualified under the eighty (80) hour provision in March – contribution made in April based on March hours worked.

March in this example is the qualifying month, for it is the first full month after the thirty (30) day calendar period was completed.

Any casual who qualifies under the above with an Employer, and who then has a break in service, shall not have to re-qualify if such break in service is less than six (6) months (180 days).

ARTICLE 46. PENSION PLAN

Section 1 Employer Contributions

The Employer agrees to remit these monies to the appropriate area administrative office by the date designated by that office, and monies received after that date shall be considered delinquent.

Pursuant to Article 20, Section 1 of the DHL – Teamsters Office Clerical Operational Supplement, the Employer will contribute up to an additional one dollar (\$1.00) per hour per year to be divided between the respective health and welfare funds and the pension fund as determined by the Area Co-Chairs.

Effective August 1, 2017 based on August 2017 employment, and on the 1st day of August 1 in each remaining contract year through August 1, 2021, the Employer shall make contributions, including any contribution increases pursuant to Article 20, Section 1 of the DHL – Teamsters Office Clerical Operational Supplement, to the Western Conference of Teamsters Pension Trust for each regular and casual employee covered by this Local Rider for each hour of compensation earned as directed by the Area Co-Chairs. Contributions shall be remitted on the first two thousand eighty (2,080) hours of compensation earned during a calendar year.

Effective August 1, 2019, the Employer shall allocate up to an additional \$.50 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 19 and 20 of the Office Clerical 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, combined with any required pension contribution rate increase in that year, is less than \$1.50 per hour, the unused portion of the additional \$.50 per hour shall be banked for use, if necessary, to fund health and welfare increases in the benefit years beginning August 1, 2020, and/or August 1, 2021.

Effective August 1, 2021, the Employer shall allocate up to an additional \$.50 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 19 and 20 of the Office Clerical Operational Supplement, combined with any remaining portion of the additional \$.50 allocated on August 1, 2019, 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 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; August 1, 2020; or August 1, 2021, 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 allocations set forth above, whichever is less) to fund additional pension contributions during that year.

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 pension fund portion of the contribution increase provided for in Article 20, Section 1 of the DHL – Teamsters Office Clerical Operational Supplement shall be allocated between the basic Plan of Benefits and the Program for Enhanced Early Retirement (PEER/80) as directed by the Area Co-Chairs, subject to the contribution increase cap set forth in Article 20, Section 1 of the DHL – Teamsters Office Clerical Operational Supplement.

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 the Program for Enhanced Early Retirement such bargaining unit will be ineligible to participate in the basic plan.

Section 2 Disputes

Disputes or questions of interpretation concerning the requirement to make contributions on behalf of particular employees or classifications of employees shall be submitted directly to the Regional Joint Area Committee by the Employer, the Local Union, or the Trustees. In the event of such referral, the Employer shall not be deemed to be delinquent, while the matter is being considered but if the Regional Joint Area Committee by majority vote determines that contributions are required, the Employer shall pay to the Trust Fund the amounts due together with any other charges uniformly applicable to past due contributions. The Regional Joint Area Committee may also determine whether the Employer's claim was bona fide.

Section 3 Payments during Periods of Absence

If an 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 contributions for a period of one (1) month after contributions for active employment ceases. If an employee is injured on-the-job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such

contribution shall not be paid for a period of more than twelve (12) months beginning with the first month after contribution for active employment ceases.

Section 4 Acceptance of Trust

The Employer and Local Union covered by this Local Rider accept and agree to be bound by the rules and regulations established by the provisions of the Western Conference of Teamsters Pension Trust Fund and the Trustees of such Fund.

Section 5 Delinquent Contributions

Contributions not paid by the established due date shall be considered delinquent. Action for delinquent contributions may be instituted by the Local Union, the Area Conference Director or the Trustees. If delinquent, the Employer must also pay all attorney fees and costs of collection.

Section 6 Audits

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 Local Rider, for the purpose of determining the accuracy of contributions to the funds and adherence to the requirements of this Local Rider 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, 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 47. LOCAL 856 TERMINAL SENIORITY SYSTEM

A terminal employee laid off thirty (30) consecutive working days or more may bid on any new opening at any other terminal location within the San Francisco Bay Area. Seniority and ability to perform the job task shall be the determining factor.

The successful bidder shall be placed at the bottom of the new terminal location's seniority list for work purposes, but shall retain his or her overall seniority for vacation purposes.

Any employee accepting such transfer loses all seniority at his former terminal.

ARTICLE 48. DURATION

The term of this Local Supplement is subject to and controlled by all of the provisions of Article 27 of the National Agreement ("Duration") between the parties hereto.

DHL EXPRESS, INC.

Harvey Kezelle

For:

Date: *2/22/19*

FREIGHT CHECKERS, CLERICAL
EMPLOYEES & HELPERS UNION LOCAL 856.
I.B.T.

Scott Fi

Date:

1/24/19

APPENDIX "A"

To The

DHL/TEAMSTERS LOCAL 856 LOCAL SUPPLEMENT TO THE NATIONAL MASTER
COLLECTIVE BARGAINING AGREEMENT BETWEEN DHL EXPRESS (USA) INC. AND THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

This Appendix "A" which is attached to this Local Rider sets forth the certain classification of employment as included in each of the individual groups, as well as the detailed description of the job duties which are to be used in determining the specific rate of pay for the individual employee in each of the various areas covered by this Local Rider.

Classification: Payroll Clerk

Job Description:

Checks calculations made by others in figuring the company payroll, keeps various records showing distribution of payroll expenditures, makes out individual paychecks, disburses pay to workers or department heads and hands out the pay as individuals call for it. May perform other duties related to the processing of payroll. May also perform other duties associated with the Operations Clerk function.

Classification: Operations Clerk

Job Description:

Shall perform all bargaining unit work not performed by the Payroll Clerk classification, and bargaining unit work shall be consistent with past practice.

Classification: Dangerous Goods Clerk

Job Description:

Shall maintain a Dangerous Good Certification and shall perform all bargaining unit work , including, but not limited to, inspecting and processing Dangerous Goods.

Classification: Lead

Job Description:

Shall serve at the behest of management in a non-supervisory capacity only; as such, they shall act under and pursuant to supervisory direction and written operational policies, and provide assistance to a supervisor in the routine preparation of reports, training and direction of fellow unit employees in the proper performance of their work duties. Leads may not discipline other bargaining unit members. The selection of unit employees to fill a lead position shall be based on the Employer's determination as to whom is the best and/or most qualified and suitable candidate for the position.

APPENDIX "B"

DHL/TEAMSTERS LOCAL 856 LOCAL RIDER TO THE NATIONAL MASTER COLLECTIVE BARGAINING AGREEMENT BETWEEN DHL EXPRESS (USA) INC. AND THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

This Appendix "B" which is attached to the above-described Local Rider sets forth wage increases for the classifications of employment covered by such this Local Rider in each of the variously described areas covered by the Local Rider.

New Hire Rate: The new hire rate shall be two dollars and forty cents (\$2.40) less than the current contract rate applicable to the classification of work for which the employee is being hired. Such new hire rate shall be increased in forty cent (\$0.40) increments every three (3) months until the contract rate for the classification is achieved.

The contract rate for full-time Payroll Clerks who have completed the new-hire progression is \$ 29.42___ as of April 1, 2017, inclusive of the increase set forth below.

The contract rate for full-time Operations Clerks who have completed the new-hire progression is \$ 29.15 as of April 1, 2017 inclusive of the increase set forth below.

Effective the date of ratification, the Employer will pay a Dangerous Goods clerk a one dollar (\$1.00) per hour premium for all hours of the shift in which the Clerk inspects or processes Dangerous Goods.

Effective the date of ratification, employees designated as a Lead shall receive one dollar (1.00.) added to their base hourly rate of pay for all time worked in a lead capacity and such premium shall be included therein for the calculation of overtime pay, if any, as well as vacations, holidays, sick days, and bereavement. (Leads will not be entitled to the Payroll or Dangerous Goods premium.)

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

Effective dates	Hourly Increase
April 1, 2017	\$1.00
April 1, 2018	\$1.00
April 1, 2019	\$1.00
April 1, 2020	\$1.00
April 1, 2021	\$1.00

The following increases for part-time employees on the seniority list on the date of ratification of this Local Rider who have completed the new-hire progression shall take effect on the dates shown.

Effective dates	Hourly Increase
April 1, 2017	\$.50
April 1, 2018	\$.50

April 1, 2019	\$.50
April 1, 2020	\$.50
April 1, 2021	\$.50

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

Start Rate	\$156.50
12 mos	\$16.00
24 mos	\$16.50

The above-listed wage rates 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.

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.

All employees currently employed will be paid in accordance with their current wage rate, and shall receive raises in accordance with the progression set forth above.

LETTER OF AGREEMENT BETWEEN DHL AND TEAMSTERS LOCAL NO. 856

The Company and Teamsters Local Union No. 856 have entered into a letter of agreement as follows:

Existing casuals will continue to be paid the existing casual rate following ratification, and if hired as a full-time employee, will go to the full-time rate at the time he/she advances to full-time. Part-time or casual employees hired after ratification will be paid the existing part-time rate (\$11.25 per hour after ratification) in effect when they are hired. Part-time or casual employees who advance to full-time shall be paid the full-time rate and benefits.

IT WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 20th day of December 2014

COMPANY

DHL Express

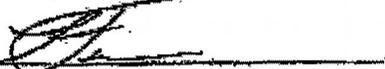
By 

Title:

Local Manager

UNION

Teamsters Local 856, affiliated with the International Brotherhood of Teamsters

By 

Title: Business Representative

ADDENDUM

Cardinal infractions for this Local Rider are:

- a. Dishonesty
- b. Drunkenness
- c. Recklessness resulting in serious accident while on duty
- d. The carrying of unauthorized passengers
- e. Unprovoked physical assault on an employee or customer
- f. Selling, transporting or use of illegal narcotics and/or controlled substances while on duty
- g. Willful, wanton, or malicious damage to the Employer's property
- h. Proven negligence resulting in serious equipment damage while on duty
- i. For the specific reasons provided for under Article 22 of the DHL – Teamsters National Agreement (“Special Licenses and Drug/Alcohol Testing”) and Article 3 of the DHL – Teamsters Pick-up and Delivery Operational Supplement (“Equipment, Safety and Health”).

SIDE LETTER REGARDING PREMIUM FOR HOUSING-COST DIFFERENTIAL

In an attempt to offset the housing cost in the Bay Area, the Employer has agreed to pay all full time employees an additional \$0.50 per hour retro to April 1, 2017.

IT WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this ___ day of _____, 20__

COMPANY

UNION

DHL Express

Teamsters Local 856, affiliated with the International Brotherhood of Teamsters

By Loren Kezelle
Title: Labor Manager

By Steve Fin
Title: Secretary Treasurer