

SUMMARY OF TENTATIVE LOCAL 162 PUD LOCAL RIDER

ARTICLE 22. 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 162, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS (hereinafter "Union" or "Local 162") covering all drivers in Portland, Oregon. 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, ~~2008~~ 2013 through March 31, ~~2013~~ 2017. This Local Rider shall not become effective unless and until it is ratified by the Employer's Driver employees represented by Local 162 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 Driver employees represented by Local 162.

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.

Where used in this Addendum, words in the masculine also shall be used and construed as in the feminine in all cases where such construction would so apply.

ARTICLE 23. SENIORITY RIGHTS

Section 1. Seniority. (NO CHANGE)

Section 2. Seniority Application (NO CHANGE)

Section 3. Layoff (NO CHANGE)

Section 4. Recall (NO CHANGE)

Section 5. Bidding

- A. A driver laid off at one terminal will have the right to exercise their master seniority to bid into other terminal(s) on the next available shift. Should an

opening subsequently occur in their original terminal, they can again exercise their seniority to bid back into their original terminal, on a one-time basis. It is understood that any driver subject to these provisions must exercise this right at the first available opening. Drivers failing to do so will be unable to bid to that Center until the annual bid.

- B. There will be an annual bid for all driver/dockworkers within the district the first year of the contract. Routes and start times will be posted for bid by seniority by February 1st of each year. All bidding shall be completed by the end of the second full week of February and will be effective beginning the third week of February. Employees not bidding in accordance with the annual bid schedule shall lose their selection position and shall slot in, selecting from the remaining bids as soon as their selection is made. The Company may be allowed additional bids by mutual agreements between the Company and the Union.

- C. If one or more district facilities are split, all employees at the facility shall have the right to bid into jobs at the new facility and be dovetailed into the facility's seniority roster.

Movement between the facilities at the annual bid shall be limited to the top six (6) seniority employees from the master seniority list desiring to change facilities. The rest of the annual bid will be limited to the seniority lists at the respective facilities.

- D. The Company shall post the following as full time bids:

Upon ratification, 80% of employees on the master seniority list.

- E. The Company may utilize not more than 15% of the number of annual full-time bids as a split-shift position.

- F. In the event that a permanent opening occurs on a bid route through retirement, resignation, permanent disability, termination or the addition of a new route, the Company will post that bid route to be filled by the senior qualified person on the master seniority list. The subsequent opening created by the move of the successful bidder will be offered to the unbid part-time employees at the terminal with the vacancy in seniority order.

- G. In the event a bid area is eliminated completely, the affected driver shall have the right to bump any less senior bid driver from their bid area and that bumping procedure shall continue for an additional three (3) bumps within the affected station. The last affected driver shall have the option of displacing the least senior full-time bid driver or dovetailing into the part-time list.
- H. Full-time split shifts shall be on a voluntary basis, and if not taken, shall be offered to the next employee on the seniority list. A part-time employee is defined as any employee scheduled to work less than forty (40) hours per week. Part-time driver/dockworkers may be utilized to replace full-time employees who are absent on a given day and to supplement the regular work force. Part-time employees may not be worked back-to-back. It is understood that the term “back-to-back” in the context of this Agreement means two part-time shifts worked without an intervening break period of at least one (1) hour. Part-time employees may be unscheduled and freely assigned. A pre-seniority part-time employee is defined as any employee who has not gained seniority under Article 23, Section 2(a) of the Local 162 Driver Local Rider.
- I. When one of the Portland stations has excess work, drivers may be dispatched from any other Portland station into the service area with excess work. Drivers so dispatched will work under the direction of the station needing help, but will clock in and out at their domicile station.
- J. All unassigned employees at each station are designated as “available for call”. These employees will be called into their domicile station daily by the Company at designated times for possible assignment, and will make themselves available for call from their domicile until 10:00 am. Part-time employees who are scheduled will be assigned start times by seniority.
- K. Part-time employees who are called to work the morning shift shall have the right to pass the work to a lower seniority employee if there is one. It is understood that if a part-time employee passes work and is not called for afternoon work, such employees shall waive their right to protest any work around.
- L. The Company shall post the following lists in each station on Monday of the current work week. These lists shall remain posted until noon Friday of the current workweek and will take effect beginning on the Monday of the following week. The Company shall not change or alter these assignments after 12:00 noon Friday. Selection on these lists will be according to the following:
1. One list for part time employees to bid full time route replacement of five (5) consecutive days or longer.
 2. One list for full time employees to sign up for earlier start times.
 3. One list for part-time employees to bid shuttle runs by preference.
 4. One list for part time employees to bid early ramp work.
- M. A regular established starting time, as bid under B above, is defined as not varying by more than ~~one (1) hour~~ **two (2) hours**, and such variance shall not occur more than one (1) day per workweek as set forth on said bid.

ARTICLE 24. WORKING HOURS

Section 1. Shift Work (NO CHANGE)

Section 2. Call Back Pay (NO CHANGE)

Section 3. (NO CHANGE)

Section 4. Overtime (NO CHANGE)

Section 5. Saturday Work (NO CHANGE)

Section 6. Uniforms and Personal Grooming (NO CHANGE)

(New) Section 7. Four/Ten Work Schedules

The Company may establish a four (4) day ten (10) consecutive hour work schedule for full-time employees. Monday through Friday shall constitute a week's work. An employee is entitled to at least two consecutive scheduled days off on Saturday and Sunday, and the third scheduled day off shall be based on the operational needs of the business. A maximum of 25%, with a minimum of four (4) full-time bids may be on a 4/10 work schedule. Any 4/10's above the 25% are subject to mutual agreement of the Company and the Union.

A normal work day shall consist of ten (10) consecutive hours for a 4/10 work schedule. All work performed in excess thereof in any one (1) day or excess of forty (40) hours in one (1) week shall be considered overtime and shall be paid for at the rate of time and one-half (1 ½) the regular straight time rate of pay.

An employee on a 4/10 work schedule that is called into work on their scheduled day off, shall be guaranteed eight (8) hours of work or pay at the rate of time and one-half (1 ½).

Payment for sick leave, jury duty and funeral leave days shall be for a ten (10) hour day.

Payment for holidays for an employee on a 4/10 work schedule shall be for a ten (10) hour day when a holiday falls on a scheduled work day, and an eight (8) hour day when a holiday falls on a scheduled day off. In the event an employee on a 4/10 work schedule is required to work

on a contractual holiday they shall receive the applicable holiday pay plus the overtime rate of time and one-half (1 ½) for all work performed on said holiday with a guarantee of four (4) hours work or pay. All hours worked over 8 hours on a holiday shall be paid at two and one half (2 ½) times the regular straight time rate of pay.

An employee on a 4/10 will receive a third (3rd) fifteen (15) minute paid break when they work more than eleven (11) hours in a given work day.

It is understood all other contractual terms and provisions of the current Collective Bargaining Agreement remain in effect and shall continue to be applicable to an employee that chooses to work a 4/10 work schedule, including but not limited to the applicable forty (40) hour weekly guarantee for red-circled full-time employees.

ARTICLE 25. WAGE RATE
See National Economic Settlement

ARTICLE 26. HEALTH & WELFARE
See National Economic Settlement

ARTICLE 27. PENSION
See National Economic Settlement

ARTICLE 28. VACATIONS

Section 1. Eligibility for Vacation

- (a) Part-time employees ~~hired on or before the date of ratification of this Agreement~~ and full-time employees who have completed one (1) year of service or more shall receive one (1) week of vacation with pay.
- (b) Part-time employees ~~hired on or before the date of ratification of this Agreement~~ and full-time employees who have completed two (2) years or more of service shall receive two (2) weeks' vacation with pay. A like vacation shall be given upon completion of each year of service through the sixth (6th) year of employment.
- (c) Part-time employees ~~hired on or before the date of ratification of this Agreement~~ and full-time employees who have completed seven (7) years or more of service shall receive three (3) weeks' vacation with pay. A like vacation shall be given upon completion of each year of service through the fourteenth (14th) year of employment.
- (d) Part-time employees ~~hired on or before the date of ratification of this Agreement~~ and full-time employees who have completed fifteen (15) years or more of service shall receive four (4) weeks' vacation with pay. A like vacation shall be given upon completion of each year of service through the nineteenth (19th) year of employment.

- (e) ~~Part-time employees hired on or before the date of ratification of this Agreement~~ and full-time **Full-time** employees who have completed twenty (20) years or more of service shall receive five (5) weeks' vacation with pay.
- (f) ~~Part-time employees hired on or before the date of ratification of this Agreement~~ and full-time **Full-time** employees shall be paid 1/52nd of the previous years gross annual earnings with a minimum of forty (40) straight-time hours, whichever is greater for each week of vacation.

Section 2. Pro Rata Vacation

~~Part-time employees hired on or before the date of ratification of this Agreement~~ and full-time employees who quit or are terminated for any reason after nine (9) months shall receive pro rata vacation pay.

Section 3. Holiday During Vacation (NO CHANGE)

Section 4. Unemployment Compensation (NO CHANGE)

Section 5. Vacation Scheduling

~~A vacation roster shall be posted no later than February 1st of each calendar year and shall remain posted until the workday following April 1st.~~ **The vacation schedule shall be posted by March 1st with the employees names and the dates they are scheduled to select and lock-in their vacation. The vacation selection process shall begin ten (10) working days prior to April 1st of each calendar year.** The principle of seniority shall apply in vacation selections within this time. **Employees not selecting vacation in accordance with the vacation selection schedule shall lose their seniority selection position and shall slot in, selecting the remaining time as soon as their selection is made.** Any week left available after April 1st shall be on a first come, first serve basis. The vacation selection year shall be from April 1st to the end of March.

Section 6.

~~Vacation pay for part-time employees employed on or before the date of ratification of this Agreement will be on a pro-rated basis, calculated by averaging the number of hours worked per week from the previous year. The number of weeks earned is the same as the full-time schedule. All part-time employees hired on or before the date of ratification of this Agreement with 1500 or more compensated hours during the previous year shall be paid in accordance with section 1(f) above.~~ **Vacation pay for part-time employees will be on a pro-rated basis, calculated by averaging the number of hours worked per week from the previous four (4) weeks.**

Section 7. (NO CHANGE)

Section 8. (NO CHANGE)

ARTICLE 29. HOLIDAYS

Section 1.

The following shall be considered as holidays under this Agreement, unless changed by state or federal laws:

New Year's Day (Jan 1st)
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Christmas Day (Dec 25)
~~Four~~ **Five** Optional Holidays of Employee's Choice (~~i.e.~~
e.g., Martin Luther King Jr Day, President's Day,
Columbus Day, Etc.)
~~*Employee's Birthday~~

~~*Employee's Birthday may be observed on another day to be determined at management discretion.~~

Section 2.

All full-time and split-shift employees with seniority shall be paid for eight (8) hours on each of the above days, at the applicable straight-time rate, ~~when such employees do not work, except due to bona fide illness or injury or by mutual consent.~~ Employees required to work on the following holidays shall receive pay at the rate of double time for all time worked in addition to the regular pay for the paid holiday, with a minimum of four (4) hours per call. (New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day). ~~Employees required to work on the following holidays shall receive pay at the rate of straight-time for all time worked in addition to the regular pay for the paid holiday, with a minimum of four (4) hours per call —(Four Optional Holidays and Employee's Choice, noted above).~~

Section 3. (NO CHANGE)

Section 4. (NO CHANGE)

Section 5. (NO CHANGE)

Section 6. (NO CHANGE)

Section 7. Part-Time Employees (NO CHANGE)

Section 8. (NO CHANGE)

ARTICLE 30. FUNERAL LEAVE

In the event of a death in the immediate family (father, mother, father-in-law, mother-in-law, wife, husband, brother, sister, son, daughter, grandparents, grandchildren, step-parents, step-children, sister-in-law, and brother-in-law), a part-time employee ~~employed on or before the date of ratification of this Agreement~~ and any full-time employee with seniority shall be entitled to be paid for three (3) days of funeral leave; the compensable day or days must fall on a

regularly scheduled workday or days. If there is a five (5) day lapse between death and funeral, then another day may be taken instead of the day before the funeral. Compensation of funeral leave pay for part-time employees will be based on hours scheduled.

ARTICLE 31. SICK LEAVE

Section 1.

- (a) This Agreement shall provide for six (6) days sick leave in each year of the Contract for part-time employees ~~hired on or before the date of ratification of this Agreement~~ and full-time employees.
- (b) Effective the date of ratification, eligible employees shall accumulate sick leave at the rate of one-half (1/2) day per month.
- (c) Sick leave shall be taken only for the purpose of a bona fide illness, injury or under the provisions of applicable law.

Section 2. Sick Leave Bank (NO CHANGE)

Section 3. Payment Upon Retirement (NO CHANGE)

Section 4.

- (a) Sick leave pay for eligible employees will be eight (8) hours straight-time pay for full-time and full-time split shift employees at the applicable hourly rate in effect at the time of the sick leave.
- (b) **Sick leave pay for eligible employees will be four (4) hours straight-time pay for part-time employees at the applicable hourly rate in effect at the time of the sick leave.** ~~It is understood and agreed between the signatory parties to this Agreement, that the following shall apply with regard to the part time seniority employees, who work more than and less than fifteen hundred (1500) hours per contract year.~~
 - 1) ~~Sick leave taken by eligible part time employees working less than fifteen hundred (1500) hours during a contract year will be paid at four (4) hours at the applicable hourly rate in effect at the time of the sick leave. Sick leave not taken each contract year will be paid at four (4) hours straight time on the next following pay period at the applicable classification rate.~~
 - 2) ~~Sick leave taken by eligible part time employees working more than fifteen hundred (1500) hours during a contract year will be paid at eight (8) hours at the applicable hourly rate in effect at the time of the sick leave. Sick leave not taken each contract year will be paid at eight (8) hours~~

~~straight time on the next following pay period at the applicable classification rate.~~

~~2(a). Full time Employees hired during the course of this Agreement shall accumulate sick leave under the same provisions as Section 1, with a pro ration for employees hired prior to August 1, 1999. Part time employees hired after the date of ratification of this Agreement shall not receive sick leave.~~

ARTICLE 35. ATTENDANCE (NO CHANGE)

ARTICLE 36. NOTIFICATION TO THE UNION (NO CHANGE)

ARTICLE 37. EXAMINATIONS (NO CHANGE)

ARTICLE 38. PAYROLL

Section 1. Pay (NO CHANGE)

Section 2. Time Cards

A weekly time card report shall, upon request to the AM supervisor, be distributed to each employee on Monday of each week and shall contain information regarding for each day:

Scanned in
Start time
Lunch
Scanned out
Straight time hours
Overtime hours

In the event an employee's regular payroll check or draft is not available by the close of the normal business hours on the employee's regular payday, upon request of the employee, the Employer shall issue drafts whenever possible.

In the event of a payroll shortage equal to or greater than a full days pay, the Employer shall issue a draft upon request of the employee. Such draft shall be available by the end of the business day follow the day the shortage was due.

Failure to comply shall subject the Employer to pay liquidated damages in the amount of eight (8) hours pay for each day of delay.

ARTICLE 39. DURATION (NO CHANGE)

Section 5. (NO CHANGE)

Section 6. (NO CHANGE)

Section 7.

In addition to sick leave, each seniority employee (~~part time employee hired on or before the date of ratification of this Agreement or full time employee~~) is entitled to five (5) days per year for hospitalization only. There shall be no cash out nor accumulation of hospital leave if unused, and the employee must be admitted on an inpatient basis to be eligible for the benefit.

(New) Section 8.

The Union agrees to waive application and/or enforcement of any requirements set forth in the Portland Sick Leave Ordinance and will execute the necessary Memorandum of Agreement to do so.

ARTICLE 32. JURY DUTY

When a part-time employee ~~hired on or before the date of ratification of this Agreement~~ or a full-time employee and who is covered by this Agreement is called upon for jury service in any municipal, county, state or federal court, they shall advise the Employer upon receipt of such call, and if taken from work for such service, shall be reimbursed as provided herein for any loss of wages while actually performing such service; provided they exhibit to the Employer their properly endorsed check and permits the Employer to copy the check or voucher they received for such service. The amount they received for such service from the amount they should have received at their regular day's rate during the regular working days, eight (8) straight-time hours per day for full-time or split shift, and four (4) hours for eligible part-time employees per day, they missed while performing such service. To be entitled to such reimbursement, the employee who reports for jury duty and is excused must report immediately by telephone to their supervisor to determine if work is available for them. An employee on night shift shall be considered on day shift for purposes of this provision.

ARTICLE 33. 401(K) PLAN (NO CHANGE)

ARTICLE 34. FLIGHT BENEFITS (NO CHANGE)