

SUMMARY OF TENTATIVE LOCAL 162 RAMP 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 ramp employees 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 ramp 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 ramp 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 (NO CHANGE)

ARTICLE 24. WORKING HOURS / WORKING CONDITIONS (NO CHANGE)

ARTICLE 25. WAGE RATES See National Economic Settlement

ARTICLE 26. HEALTH & WELFARE See National Economic Settlement

ARTICLE 27. 401(K) PLAN (NO CHANGE)

ARTICLE 28. PENSION See National Economic Settlement

ARTICLE 29. VACATIONS

Section 1. Eligibility for Vacation.

- (a) Part-time employees ~~hired on or before ratification of this Agreement~~ who are covered by this Agreement who have completed one (1) year of service or more shall receive one (1) week of vacation pay.
- (b) Part-time employees ~~hired on or before ratification of this Agreement~~ who have completed two (2) years or more of service shall receive two (2) weeks of 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 ratification of this Agreement~~ who have completed seven (7) years or more of service shall receive three (3) weeks of 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 ratification of this Agreement~~ who have completed fifteen (15) years or more of service shall receive four (4) weeks of 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 ratification of this Agreement who have completed twenty (20) years or more of service shall receive five (5) week's vacation with pay.

Section 2. Pro Rata Vacation.

Part-time employees ~~hired on or before ratification of this Agreement~~ 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. 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 ~~hired on or before ratification of this Agreement~~ 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)

Section 9. (NO CHANGE)

ARTICLE 30. 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. (NO CHANGE)

Section 3. (NO CHANGE)

Section 4. (NO CHANGE)

Section 5. (NO CHANGE)

Section 6. (NO CHANGE)

Section 7. (NO CHANGE)

ARTICLE 31. 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), an 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. Funeral Leave 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 four (4) weeks.

ARTICLE 32. SICK LEAVE

Section 1.

Effective the date of ratification, this Agreement shall provide for six (6) days sick leave in each year of the Contract for part-time employees ~~hired on or before ratification of this Agreement.~~

Section 2. (NO CHANGE)

Section 3. (NO CHANGE)

Section 4. Worker's Compensation. (NO CHANGE)

Section 5. Hospital Leave.

In addition to sick leave, each seniority employee ~~hired on or before ratification of this Agreement~~ is entitled to five (5) days per year for hospitalization only. There shall be no cash out or accumulation of hospital leave if unused, and the employee must be admitted on an inpatient basis to be eligible for the benefit.

Section 6.

Effective the date of ratification of this Agreement, employees ~~hired on or before ratification of this Agreement~~ shall accumulate sick leave at the rate of 1/2 day per month. Sick leave shall be taken only for the purpose of a bona fide illness, injury or under the provisions of applicable law.

Section 7. Sick Leave Bank. (NO CHANGE)

Section 8. (NO CHANGE)

(New) Section 9.

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

ARTICLE 33. JURY DUTY

When a part-time employee covered by this Agreement ~~who has been hired on or before ratification of 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 their 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 shall be deducted from the amount they should have received at their regular day's rate during the regular working days, Jury Duty 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 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 34. NON-DISCRIMINATION (NO CHANGE)

ARTICLE 35. FLIGHT BENEFITS (NO CHANGE)

ARTICLE 36. ATTENDANCE (NO CHANGE)

ARTICLE 37. EXAMINATIONS (NO CHANGE)

ARTICLE 38. NOTIFICATION TO THE UNION (NO CHANGE)

ARTICLE 39. 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 40. DURATION

The term of this Local Rider is subject to and controlled by all of the provisions of Article 28 of the National Agreement ("Duration") between the parties hereto.

The Employer shall be under no obligation to replace ramp employees who attrit from positions covered under the Local 162 Ramp Local Rider. The Employer shall be required to cover the ramp work from employees who attrit with employees covered by the Local 162 Driver Local Rider. No ramp employee under the Local 162 Ramp Local Rider, whether on the payroll at the time of ratification of this Rider, or newly hired after ratification of this Rider, shall suffer any loss or reduction of work opportunities whatsoever, including but not limited to the ability to work one (1) or two (2) shifts on the ramp.

If as a result of attrition of ramp employees there are no longer any ramp employees covered by the Local 162 Ramp Local Rider, this Rider shall become null and void, and all contractual ramp work shall be permanently assigned to the employees working under the Local 162 Driver Local Rider.