

SUMMARY OF TENTATIVE LOCAL 317 PUD LOCAL RIDER

ARTICLE 1. SCOPE OF AGREEMENT

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 317, affiliated with THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS (hereinafter "Union" or "Local 317"). 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 where applicable, hereinafter referred to as the "PUDOS," ~~and the Office Clerical Operational Supplement where applicable, hereinafter referred to as the "OCOS,"~~ for the period commencing April 1, 2008~~13~~ through March 31, 2013~~7~~. Except as expressly provided in this Local Rider, the provisions of the PUDOS shall apply to all Courier employees ~~and the provisions of the OCOS shall apply to all Office Clerical employees.~~

This Local Rider shall not become effective unless and until it is ratified by the Employer's Courier and Office Clerical employees who shall vote as one consolidated group for purposes of ratification of the National Agreement, applicable operational supplements and this Local Rider, who are represented by Local 317 and is 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, the PUDOS and the OCOS) shall supersede, cancel and replace in its entirety the pre-existing collective bargaining agreements between the parties for the affected courier employees ~~and office clerical employees~~ represented by Local Union 317.

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 2. RECOGNITION

Section 1. Employees Covered

This Local Rider covers ~~two separate and distinct groups: all Courier employees and all Office Clerical employees~~ employed within the jurisdiction of Local 317 (who presently only report to a meet location at 404 N. Midler Ave, Unit 8,

~~located at 6800 Northern Boulevard, East Syracuse, New York 13057).~~

The term "employee" or "employees" as used in this Local Rider shall mean generally Pickup and Delivery or Courier employees ~~and Office Clerical employees~~ employed at the Company's ~~East Syracuse, New York facilities.~~ ~~When a particular provision applies to only one bargaining unit, the bargaining unit affected will be specified.~~

Any dispute arising from the interpretation and/or application of this Recognition article shall be submitted directly to the Grievance Procedure.

ARTICLE 3. MANAGEMENT RIGHTS [NO CHANGE]

ARTICLE 4. JOB BIDDING AND FILLING OF VACANCIES

This Article replaces in their entirety the provisions on Job Bidding and Filling of Vacancies found in Articles 10 ~~and 9~~ of the PUDOS ~~and the OCOS, respectively.~~

Section 1. Bidding [NO CHANGE]

Section 2. Courier Saturday Bid [NO CHANGE]

Section 3. Filling of Vacancies [NO CHANGE]

ARTICLE 5. USE OF AND PERFORMANCE OF DRIVER-DOCK BARGAINING UNIT WORK BY PERSONNEL OTHER THAN FULL-TIME SENIORITY EMPLOYEES [NO CHANGE]

ARTICLE 6. SICK LEAVE

Full-Time employees shall receive sick leave based on one (1) day for each sixty (60) days worked, not to exceed five (5) days in any one (1) year, until such time as they reach their first (1st) anniversary date. After that, they will receive sick days as outlined in this Local Rider, provided that the employee has worked at least ninety (90) days in the prior calendar year.

The employer shall provide a sick leave program for its regular, full-time employees consisting of five (5) days each calendar year. An employee must work five (5) days in a calendar year to qualify for one sick day.

Sick leave not used by December 31st of any year will be paid on the next regular payday at the hourly rate then in existence.

Sick leave will be paid on the first day of absence due to sickness or accident, except where the employee is hospitalized, payment will then begin on the first day of absence.

Part-time employees employed on or before the date of ratification of this Agreement will receive five (5) days each year paid at five (5) hours per day.

ARTICLE 7. HOURS OF WORK, WORK DAY, WORK WEEK, OVERTIME AND SCHEDULING

This Article replaces in its entirety Articles 14 and 13 ("Hours of Work"), found in the PUDOS and the OCOS, respectively.

Section 1. Work Assignments

The Company agrees to respect the jurisdiction rules of the Union and shall not direct or require their employees or persons other than the employees in the bargaining units here involved, to perform work which is recognized as the work of employees in said units. This is not to interfere with bona fide contracts with bona fide unions. Employees not covered by this Local Rider shall not perform any of the duties of the employees covered by this Local Rider. ~~Nothing in this agreement shall be construed to mean that Couriers may perform or bid for Office Clerical work or positions or that Office Clerical employees may perform or bid for Courier work or positions.~~

Section 2. Driver-Dock Work Week [NO CHANGE]

~~Section 3. Office Clerical Work Week Guarantee~~

~~Full-time Office Clerical employees shall be scheduled for five (5) consecutive days, Monday through Friday or Tuesday through Saturday, with the same starting time each day. Full-time Office Clerical employees shall be given two (2) day's notice of any change in starting time or workweek and such change will not be effective until the week following that week in which the notice was given. Office Clerical employees required to work on the sixth (6th) day, after working their regular forty (40) hours, shall receive time and one half (1 ½) for all hours worked on that sixth (6th) day. If the employee has not been paid forty (40) hours (eight (8) hours per day) during the five (5) day work week they will be paid at a straight time rate until they reach their regular forty (40) hours. Paid Holidays, personal days, vacation days, and sick days are considered paid time for purposes of this section. Employees required to work on a seventh consecutive day shall be paid double time for all such hours worked on that seventh (7th) day. Part time work week guarantee is as covered in the Office Clerical Operational Supplement.~~

~~Section 4. Office Clerical Additional Work Opportunities~~

~~It is understood that laid off and part time employees may be offered sixth (6th) and seventh (7th) day work at straight time before full-time employees are offered such opportunity. This provision is intended to provide these employees with work~~

~~opportunities before full-time employees receive work in excess of forty (40) hours at premium rates.~~

Section 35. Call-in Time

All employees shall have a set reporting time for duty and, in the event of any change in starting time, the employee shall be given three (3) day's notice, except in cases of Acts of God or delayed aircraft resulting from an Act of God. Any abuse of starting time shall be subject to the grievance procedure. The Union shall be notified, in writing, when an employer changes starting time.

If called and not put to work, regular employees shall be guaranteed eight (8) hours' work or pay and part-time employees shall be guaranteed five (5) hours work or pay.

Section 46. Layoff Notice

In the event of a layoff of regular employees, the employer must give the employee being laid off a minimum of seventy-two (72) hours notice prior to the beginning of the week, or three (3) days' salary. A copy of the layoff notice will be mailed to the union office.

Section 57. Acts of God / Delayed Aircraft Resulting from an Act of God

In the event there is an Act of God or any delay resulting from an Act of God, the following procedures will be followed or guarantee broken as follows:

- [A] In the event the employer is able to notify the employee not to report, the employee shall be paid a minimum of two (2) hours as reporting time, after a six (6) hour cancellation.
- [B] In the event the employee is not notified and does report for work, the employee shall receive his/her daily guarantee.
- [C] In the event the employer attempts to notify the employee and is unable to do so, and the employee does not report, no guarantee shall apply.
- [D] Shift times will be adjusted to meet the arrival of the work for a period of up to six (6) hours.
- [E] If and when freight does arrive, the company has the right to call employees to fill a modified work opportunity. This shall be done by seniority and employees shall receive pay only for hours worked, with a minimum of five (5) hours pay.
- [F] If an insufficient number of employees volunteer, after they have been notified not to report, then the assignment shall be made in reverse seniority order.

In the event there is a dispute as to whether or not an Act of God occurred, said dispute shall be resolved by reference to the grievance procedure.

ARTICLE 8. LUNCH PERIOD [NO CHANGE]

ARTICLE 9. HOLIDAYS

Section 1.

All employees covered by this Local Rider who do not work on any of the following holidays, shall receive the applicable rate of pay:

NEW YEARS DAY	LABOR DAY
MEMORIAL DAY	THANKSGIVING DAY
INDEPENDENCE DAY	CHRISTMAS DAY

An employee shall not be entitled to holiday pay if they have been laid off for more thirty (30) days prior to a holiday or was legitimately fired or quit prior to the holiday week or was off duty of his own volition because of sickness, etc. over thirty (30) days prior to the holiday. A regular full-time or part-time employee shall not be entitled to holiday pay unless the employee works their last scheduled work day preceding the holiday and the first scheduled work day following the holiday, unless previously excused or subsequently excused for approved illness or legitimate absence.

All work performed beyond thirty-two hours (32) in a holiday week shall be paid for at the rate of time and one-half (1 ½) the regular hourly rate. When a holiday falls on a Saturday, or is celebrated on a Saturday, the employee shall receive an extra day's pay.

Any holiday falling on Sunday, the employee shall receive an extra day's pay. All employees ordered to work on a Sunday shall be paid at the rate of time and one-half (1 ½). All work performed on a holiday shall be paid at the rate of time and one-half (1 ½) for all hours worked (a minimum guarantee of four (4) hours) in addition to holiday pay. All work performed in excess of regular hours on a holiday or Sunday shall be double the overtime rate, except as provided for herein.

There shall be seven (7) additional holidays, known as Roving Holidays, each calendar year, to be mutually agreed upon between the employer and the individual employee. A new full-time employee must work at least ninety (90) days in order to qualify for the first roving holiday and must work an additional ninety (90) days in order to qualify for the second roving holiday. Roving holidays shall be paid out at the employees daily straight time guarantee. In order to receive the Roving Holidays set forth in this paragraph, the employee must have worked at least ninety (90) days in the prior calendar year and must work at least five (5) days in the current calendar year. Unused Roving Holidays shall be paid out at the end of the calendar year.

Section 2. [NO CHANGE]

Section 3. [NO CHANGE]

Section 4. [NO CHANGE]

Section 5. [NO CHANGE]

ARTICLE 10. ELIGIBILITY REQUIREMENTS FOR HOLIDAY PAY [NO CHANGE]

ARTICLE 11. DISCIPLINE AND DISCHARGE [NO CHANGE]

ARTICLE 12. GRIEVANCE PROCEDURE [NO CHANGE]

ARTICLE 13. BEREAVEMENT LEAVE [NO CHANGE]

ARTICLE 14. NYST HEALTH & HOSPITAL FUND
See National Economic Settlement

ARTICLE 15. NYST CONFERENCE PENSION AND RETIREMENT FUND
See National Economic Settlement

ARTICLE 16. VACATIONS

To be eligible for vacation, an employee must be a part-time employee employed on or before the date of ratification of this Agreement or a full-time employee. Regardless of the number of years of service, an employee must work one (1) day in each calendar year in addition to working one hundred thirty (130) days in the previous calendar year in order to qualify for a full vacation each calendar year. Payment of New Year's holiday shall constitute a day's work for purposes of qualifying for vacation.

Any employee who has one hundred eighty (180) or more paid-for days [tours of duty] in the previous calendar year will not be required to work the one (1) day [tour of duty] as referred to herein.

If the employee works less than one hundred thirty (130) days in the previous calendar year, he shall receive a pro-rata vacation based on one-twelfth (1/12th) of the vacation to which he is entitled for each twenty-two (22) days worked in the previous calendar year. Any laid off employee receiving vacation in a calendar year because of receiving New Year's Day and does not work any more in that year is not qualified for any other holidays or vacation payment in the following year.

All time paid for plus any absence up to thirty (30) days due to illness or up to sixty (60) days due to an occupational injury, with a maximum of sixty (60) days for both, shall be credited towards computing the qualifying time required.

An employee who has qualified with one hundred thirty (130) days and is injured and on compensation, on January 1st of the following calendar year, shall receive full vacation during that calendar year even though he has not worked the one (1) day referred to above. This provision does not apply if such illness or injury continues in the second calendar year. The credit days specified above for illness or accident shall not apply for the second calendar year.

Those part-time employees employed on or before ratification of this Agreement and all full-time employees who are employed one (1) or more years shall receive one (1) weeks' vacation with pay each calendar year at the classification at which they worked for the greatest number of days in six (6) month period prior to their vacation and those who are employed two (2) years or more shall receive two (2) weeks' vacation with pay each calendar year at the classification at which they worked for the greatest number of days in six (6) month period prior to their vacation. Those employed eight (8) years or more shall receive three (3) weeks' vacation with pay each calendar year. Those employed twelve (12) years or more shall receive four (4) weeks' vacation with pay each calendar year. Those employed twenty (20) years or more shall receive five (5) weeks' vacation with pay each calendar year thereafter. In addition, the Employer shall provide one (1) additional week (5 days) of vacation per year to the following employees only effective with this new Agreement – Mark Keiffer, Karen Farley, Kenneth Keenan, and Joseph Trainor.

The vacation period shall be from January 1st to December 31st, and the preferred vacation period shall be May 1st to October 1st. Seniority shall prevail at all times when selecting vacations. Vacation time shall be scheduled by April 1st of each year. Those employees with three (3) or more weeks vacation may keep one (1) vacation week floating to be scheduled later. However, if the last week is not available, the employee can, and will, lose that week's vacation. No more than two (2) employees per week will be allowed off in the months of November and December.

Vacation time shall be assigned at the discretion of the Employer, but shall meet with the convenience of the individual employee whenever possible. Employees shall receive an extra day's pay for any holiday falling during a vacation week, if otherwise qualified for the holiday.

Vacation pay shall be paid in advance, provided the employee gives two (2) week's notice prior to starting vacation. Vacation pay shall be based on forty-five (4045) straight-time hours per week, for fulltime employees. Part-time employee vacation time will be based on the average of last thirteen (13) weeks worked prior to taking the vacation.

~~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 fifteen percent (15%) of the total number of employees shall be permitted to go on vacation at any one time between May 1st and October 1st of each year.~~ **Regarding the time of taking vacation and the number of employees entitled to be off on vacation at any time, the Parties agree that commencing January 1, 2014, the total number of employees that shall be permitted to go on vacation at any one time is two (2) employees, except that the Employer may designate ten (10) calendar weeks per year when only one (1) employee may go on vacation.**

ARTICLE 17. WAGES See National Economic Settlement

Section 1. Driver Increases

Existing part-time dock employees will receive the following increases to their current rates of pay as indicated:

The wage rate for new part time employees will be as follows:

Hire	————	\$10.00
12 mos	————	\$10.20
24mos	————	\$10.425
36mos	————	\$10.85
48 mos	————	\$11.325

Section 2. Clerical Increases

~~Current full time and part time employees with a wage rate less than \$13.75 per hour shall receive a retroactive wage increase of \$0.50 per hour effective November 1, 2007 up to and including April 1, 2008 and the current wage progression shall be adjusted as follows:~~

~~Current full time employees within the progression at the wage rate of \$8.50 or \$9.00 per hour will be increased to a wage rate of \$10.00 effective April 1, 2008 and then shall receive the following increases to their rates of pay as indicated:~~

~~Current full time employees within the progression at wage rates between \$9.40 per hour and \$13.10 per hour shall receive the following increases to their rates of pay as indicated:~~

~~Current full time employees who are outside of the progression (making above \$13.75 per hour) will receive \$0.50 per hour paid as a lump sum for all hours worked from November 1, 2007 (for call center employees) and from July 1, 2007 (for station clerical employees) up to and including April 1, 2007 and a lump sum payment of \$1020.00 paid upon ratification and will also receive the following increases to their current rates of pay as indicated:~~

~~The rate of pay for new hire full time employees will be as follows:~~

~~Existing part-time employees within the progression at the wage rate of \$8.50 or \$9.00 per hour will be increased to a wage rate of \$10.00 effective April 1, 2008 and then shall receive the following increases to their rates of pay as indicated:~~

~~Existing part-time employees within the progression at wage rates between \$9.40 per hour and \$13.75 per hour shall receive the following increases to their rates of pay as indicated:~~

~~Any existing part time employees who are outside of the progression (making above \$13.75 per hour) will receive \$0.50 per hour paid as a lump sum for all hours worked from November 1, 2007 (for call center employees) and from July 1, 2007 (for station clerical employees) up to and including~~

~~April 1, 2007 and a lump sum payment of \$510.00 paid upon ratification and will also receive the following increases to their current rates of pay as indicated:~~

The wage rate for new part-time employees will be as follows:

Hire	\$10.00
12 mos	\$10.20
24mos	\$10.425
36mos	\$10.85
48 mos	\$11.325

~~Shift differential: Full-time office clerical shifts that start at or later than 13:00 will be entitled to a \$4.00 per day shift differential. Part-time office clerical shifts that start at or later than 18:00 will be entitled to a \$2.00 per day shift differential. The shift differential is based on the shift worked/assigned, not based on status, i.e.: PT & casual employees can be eligible for the FT differential if covering a FT shift.~~

~~The above listed wage increases do not include any cost of living allowance pursuant to 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 effective wage rates as appropriate, excluding the retroactive pay for drivers, to which no COLA increase shall be added. See National Economic Settlement~~

Casual employees shall receive eighty-five percent (85%) of the above-listed wage increases by classification, which shall take effect on the dates shown above.

ARTICLE 18. DURATION [NO CHANGE]

ADDENDUM

The Employer shall not discharge or suspend any employee without just cause, but in respect to discharge or suspension shall give at least one (1) warning notice of the complaint against such employee to the employee, (in writing), and a copy to the Union affected, except that no warning notice need be given to an employee before the employee is discharged if the cause for such discharge is one of the following: Cardinal infractions for this Local Rider are as follows:

1. ~~▲~~Dishonesty
2. ~~▲~~Drunkenness (including the illegal use of drugs)
3. ~~▲~~Recklessness resulting in serious accident while on duty
4. ~~▲~~Carrying of unauthorized passengers while on the job.
5. Proven theft.

6. Drinking alcoholic beverages, (on Company time) or while under the influence of alcoholic beverages or narcotics.
7. The use of narcotics (as described in the Federal Pure Food and Drug Act), barbiturates, or amphetamines.
8. The possession of narcotics named above, during a tour of duty.
9. Refusal to submit to testing as prescribed in Article 23 of the National Agreement ("Special Licenses and Drug/Alcohol Testing").
10. Failure to report an accident.
11. Unprovoked assault on any person on Company property.
12. Willful abuse of Company equipment.
13. A direct refusal to obey instructions from an authorized management employee which are not in violation of this Agreement.