

# SUMMARY OF TENTATIVE LOCAL 118 OFFICE CLERICAL LOCAL RIDER

**ARTICLE 1. RECOGNITION [NO CHANGE]**

**ARTICLE 2. VACANCIES [NO CHANGE]**

**ARTICLE 3. NON-UNIT EMPLOYEES**

Non-bargaining unit employees shall not perform bargaining unit work except in cases of proven emergencies, or training of employees. The Employer agrees that non-bargaining unit employees shall not perform bargaining unit work. Bargaining unit work shall be defined as work customarily performed by bargaining unit employees.

When the terminal is closed, it shall not be a violation of this Local Rider for "on-call" non-unit employees to perform work during this period. Any unit work in excess of four (4) hours on Saturday or Sunday **that cannot be efficiently performed by those employees scheduled to work on straight time during such Saturday or Sunday** shall be offered to regular employees who have notified the Employer in writing of their availability for that Saturday or Sunday. T/A

Bargaining Unit employees will be responsible for the handling and loading of all freight and express packages from the belt or dock location into containers. The loading and unloading of containers by non-bargaining unit employees shall be prohibited. Bargaining unit work will not be limited to the above, but will continue to be defined as work customarily performed by Bargaining Unit employees.

**Bargaining unit work shall continue to include load verification, SABLE and Weight and Balance, the marshalling of aircraft including setting cones and main gear chocks and tugging the freight to and from the plane. Bargaining unit work shall not include the unloading of aircraft (top deck and belly freight).** T/A

**ARTICLE 4. SENIORITY**

**Seniority**

The principle of seniority shall prevail at all times. However, qualifications shall also be a governing factor in the application of such seniority. The Company will make every effort to cross train its employees.

The Parties agree that the current seniority list dated **June 20, 2017** shall be the controlling list for seniority at the facility. A new seniority list will be posted prior to January 1st of each calendar year in conjunction with the annual shift and vacation bids or upon request from the Local Union. Employees will

have thirty (30) days to protest in accordance with Article 12, Section 2 of the Office Clerical Operational Supplement and Article 13, Section 2 of the Pickup and Delivery Operational Supplement. However, after thirty (30) days, the posted list will be considered final and binding. T/A

Seniority shall be lost by discharge and voluntary quit. Seniority shall be lost when an employee has been out of work for any reason, including layoff, for a period of two (2) years. (This provision is not applicable for on-the-job injury. The current State law will govern.)

**New Hires** [NO CHANGE]

**Part Time Employees**

**Facilities with five (5) full-time bargaining unit employees or less may employ one regular par-time employee. In facilities other than break bulks of over five (5) bargaining unit employees, one (1) additional part-time employee shall be permitted for each seven (7) additional bargaining unit employees in the following manner. T/A**

<b>5 FT employees or less</b>	<b>2 part-timers</b>
<b>6 through 11 FT employees</b>	<b>3 part-timers</b>
<b>12 through 18 FT employees</b>	<b>4 part-timers</b>
<b>19 through 25 FT employees</b>	<b>5 part-timers</b>

**Such formula shall carry on for each additional seven (7) employees.**

**There shall be no reduction on the number of full-time positions as a result of the use of part-time personnel in accordance with this agreement. No part-time employees shall be used if full-time employees are on layoff. T/A**

**Full Time Employees** [NO CHANGE]

**Lay off Rules**

A laid off employee will be given ten (10) calendar days notice of recall by certified mail at the employee's last known home address. However, the employee must respond to the notice within three (3) calendar days indicating his intent to return. Employees will be given a minimum of two (2) working days notice of any layoff or reduction to become effective following the guaranteed work week already commenced. T/A T/A

In the event that a laid off employee works eight (8) consecutive hours per day for twelve (12) days during a

twenty (20) day period, excluding absentee replacement, the Company shall add a full-time position, which shall be awarded to the most senior full-time employee reduced to part-time, or full-time employee laid off and recalled to part-time.

In the event the Company uses a displaced employee for four (4) consecutive hours per day for twelve (12) days during a twenty (20) day period, excluding absentee replacement, the Company shall first offer a full time position to a reduced full time employee or, if there are no reduced full time employees or those employees refuse the position, the Company shall create a part-time position.

## ARTICLE 5. HOURS OF WORK

The Employer and the Union understand, agree, and enter into this Local Rider, recognizing that the Employer is engaged in air freight forwarding, a business which both parties acknowledge and agree is separate and distinct from surface cartage operations, in that there are no entry barriers to this industry, rates are set entirely by competitive forces, competition is intense, and business failures are frequent.

They further agree that the Employer's business relates solely to cargo which moves by air, and this is subject to all of the delays and schedule problems incident to air transportation; that the cargo involved is of high value and high priority and usually is shipped in response to shipper emergencies; that by nature of this system of air freight cargo movement and of the cargo itself, consolidation and break bulk of cargo and pickup and delivery of cargo cannot be scheduled in advance; that all of the Employer's services may be required by shippers on a twenty-four hour a day, seven day a week basis; and that the volume and highly competitive pricing structure of the Employer's business cannot support full-time coverage of all required functions at all times when services are required by shippers.

The guaranteed work day for full-time employees shall be eight (8) hours per day. The guaranteed work week for full-time employees shall be forty (40) hours per week.

There shall be a minimum of four (4) hours guaranteed for all Saturday, Sunday, or recall scheduled overtime, offered by seniority.

Part-time employees shall be guaranteed four (4) hours per day and twenty (20) hours per week. On-call part-timers shall be guaranteed four (4) hours per day when called to work.

Any full-time employee reduced to a part-time shift and any full-time employee laid off and recalled to a part-time shift shall be guaranteed four (4) hours per day and twenty (20) hours per week worked.

Full-time laid off employees will not be sent home after four (4) hours and replaced by part-time employees. All hours worked in excess of eight (8) hours in anyone day shall be paid at one and one-half (1 1/2) times the regular hourly rate.

Full-time 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 employees shall be given two (2) days notice that their starting time or work week has been changed and such change will not be effective until the week following the week in which notice was given.

## Full time employees may also be scheduled to work Sunday on straight time as set forth in the Office Clerical Supplement. T/A

Employees required to work the sixth (6th) day, shall receive one and one-half (1 1/2) times the hourly rate for the work performed on the sixth (6th) day. Employees required to work a seventh consecutive day shall be paid double time (2x) for such hours worked.

Premium work opportunities (6th and 7th day work) will be offered to the senior qualified available employees by classification, including leads. In the event there are insufficient numbers of employees desiring the overtime, the assignment will be made in reverse seniority order. Employees on vacation shall not be in the order of call for overtime assignments from the last day worked prior to their vacation until their return from vacation, however, employees on vacation shall be called and offered work prior to Management personnel performing bargaining unit or calling in any other non bargaining unit member to perform bargaining unit work. Employees may not be forced to work during their vacation. T/A

In the event that the operation is disrupted on a given day by an Act of God, then the Company shall attempt to notify the employee two hours prior to the start of his shift, and such notification shall cancel the guarantee of that day. If the employee is not notified and reports to work, the employee shall be guaranteed four (4) hours per day. If an employee so chooses, the employee may use a personal day if the employee has a personal day due.

## ARTICLE 6. ABSENCES [NO CHANGE]

## ARTICLE 7. DISCHARGE OR SUSPENSION [NO CHANGE]

## ARTICLE 8. HOLIDAYS [NO CHANGE]

## ARTICLE 9. DEATH IN THE FAMILY

T/AT/A

Parties agree to be bound by Bereavement/Funeral Leave provisions of Article 24, Section 3 of the National Master Agreement. T/A

## ARTICLE 10. JURY DUTY

Part-time employees hired on or before ~~June 6, 2008~~ the date of ratification and all full-time employees called for jury duty

will receive the difference between eight (8) hours or four (4) hours of pay at the applicable hourly wage and actual payment received for jury service for each day of jury duty, to a maximum of ten days pay, for each contract year. T/A

Employees who are scheduled to work a day shift shall not be required to report for work on any day he/she is required to report for jury duty unless released from jury duty not less than six (6) hours prior to the end of his/her regularly scheduled shift, in which event he/she will be allowed two (2) hours from the time he/she is released from jury duty to report and work the remainder of his/her regularly scheduled shift.

Employees scheduled to work any shift other than the day shift shall not be required to report to work on any day he/she is required to report for jury duty unless he/she has been released from jury duty not less than four (4) hours prior to the start time of his/her regular shift and provided further he/she would complete such shift not less than ten (10) hours prior to the time he/she is required to report for jury duty the next/following day. Notwithstanding the above, no employee, working other than a day shift, will be required to report to work on a night, if he or she has served jury duty that day and service prevents him or her from reporting for work (i.e. being sequestered).

Time spent on jury service will be considered time worked for purposes of insurance benefits and profit sharing plans, vacation eligibility and payment, holidays and seniority, in accordance with the applicable provisions of this Local Rider to a maximum of ten (10) days, for each contract year.

**Employees finishing jury duty in excess of 4 hours may report their regular night shift by mutual agreement and shall be paid for both jury duty and the hours worked. Jury duty payment shall not count towards overtime. T/A**

#### ARTICLE 11. PERSONAL LEAVE [NO CHANGE]

#### ARTICLE 12. VACATIONS

**For employees that were hired prior to June 20, 2017, the following vacation progression shall apply: T/A**

After first (1st) anniversary- 2 weeks  
After fifth (5th) anniversary - 3 weeks  
After tenth (10th) anniversary- 4 weeks  
After fifteenth (15th) anniversary - 5 weeks  
After twentieth (20th) anniversary- 6 weeks

**For employees that are hired after June 20, 2017, the following vacation progression shall apply: T/A**

**After first (1st) anniversary- 1 week**  
**After fifth (2nd) anniversary - 2 weeks**  
**After tenth (10th) anniversary- 3 weeks**  
**After fifteenth (15th) anniversary - 4 weeks**  
**After twentieth (20th) anniversary- 5 weeks**  
**After thirtieth (30<sup>th</sup>) anniversary – 6 weeks T/A**

To qualify for a vacation, an employee must be a part-time employee hired prior to ~~June 6, 2008~~ **the date of ratification** or a full-time employee and must have been employed by the Employer for a minimum of one (1) year prior to January 1 of the year in which the vacation is to be granted. T/A

Employees with less than one (1) year of service prior to January 1 of any given year shall receive a prorated vacation based on the number of months employed from the employee's hire date to January 1.

In calculating such pro-rated vacation entitlement, employees hired between the first (1st) and fourteenth (14th) of a month shall receive full credit for the month.

Employees hired on or after the fifteenth (15th) of the month shall receive no credit for the month.

Moreover, all partial and/or fractional vacation days shall be rounded to a whole number.

If the fraction is point five (0.5) or above, the number will be rounded up; if the fraction is less than point five (0.5), it will be rounded down.

Accordingly, by way of example, if an employee is hired August 11, the numbers of prorated vacation months between hire date and January 1, equals 5. The employee's earned vacation credit is computed by multiplying .833 days/mo. worked by 5 months.

This equals 4.17 days, which is rounded down to 4 allowable vacation days. Employees with more than one (1) year of service prior to January 1 shall receive vacation consisting of the vacation weeks accrued through their last anniversary date and an additional prorated vacation for each month worked from the employee's last anniversary date up to January 1 at the rate of:

0 .833 days per month worked for those with less than five (5) years,

1.250 days per month worked for those with five (5) to ten (10) years,

1.670 days per month worked for those with ten (10) years or more.

(The foregoing prorated vacation entitlement is applicable only for earned time).

The Employer shall post the vacation schedule no later than January 1st, to be effective February 1st of each contract year, and shall give preference to the senior employees.

The Employer shall have the right to schedule the number of employees who shall receive vacations at a particular time. Vacations shall be scheduled on a year-round basis according to seniority.

The vacation period for the eligible employees shall consist of consecutive days.

The Employer may not change the time of an employee's vacation once scheduled, except by mutual consent.

Where any of the contractual holidays to which an employee is entitled occur during the employee's vacation period, said employee shall receive an additional day's pay for such holiday.

Vacation pay shall be paid the eligible employee before he starts vacation. If, in the event the Employer claims a manpower shortage has developed, employees may agree to work during their vacation period and such employees shall receive, in addition to his earnings for that week, the pay to which the employee would have been entitled had he been on vacation or, upon agreement, reschedule his vacation period.

**Employees may cash out any week of vacation in excess of their fourth week each year. The decision to cash out vacation weeks must be made in December during the bid process. The payments will be made by the second week of January and cannot be changed once made.** T/A

### ARTICLE 13. HEALTH & WELFARE

Pursuant to Article 19, Section 1 of the DHL-Teamsters Office Clerical Operational Supplement, the Employer will contribute up to to be divided between the New York State Teamsters Council Health and Hospital Fund and the pension plan as determined by the Area Co-Chairs.

[MODIFY CONSISTENT WITH NATIONAL ECONOMIC SETTLEMENT]

### ARTICLE 14. ADDITIONAL BENEFITS

#### 1. Retirement

The Parties agree to incorporate the terms of the Parties' November 14, 2011 Memorandum Regarding Retirement Benefits into a final agreement.

#### 2. Tuition Refund Plan

Refunds will be made for tuition fees to part-time employees hired on or before ~~June 6, 2008~~ **the date of ratification** and full-time employees for accredited classes. The employee is eligible after one year of employment. The maximum per year is \$1,500.00. T/A

T/AT/A

### ARTICLE 15. AIRPORT SECURITY

**A. The parties recognize that there are special security regulations imposed by the airport facilities that form an integral part of the Employer's operations. Those regulations are applied to the Employer and its employees**

**as well as all other airport users. Employees are required to comply with such regulations in order to perform their jobs, and the Employer shall make such regulations known to the employees affected.** T/A

**B. The Employer will cover the cost of special airport identification at the standard cost as applied to all applicants for such identification. However, should an employee lose such identification, any replacement cost, above the standard cost, will be borne by the employee involved.** T/A

**C. In the event that an employee, as a result of his/her own actions which are contrary to airport regulations, loses the privilege to work on the airport property, such employee shall be placed on unpaid leave of absence until such time as his/her airport operating privileges are restored, however, not to exceed ninety days at which time, the employee will be removed from the seniority list.** T/A

### ARTICLE 16. WAGES

*See National Economic Settlement*

#### 1. [MODIFY CONSISTENT WITH NATIONAL ECONOMIC SETTLEMENT]

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 above-listed wage rates as appropriate.

- 4. 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.
- 5. Part-Time employees who were converted from Full-Time prior to May 1, 2009 shall, effective April 1, 2013, receive the top Full-Time Rate per hour in effect as of March 31, 2013. Said increase from the preceding sentence shall be paid retroactively upon ratification of the Agreement. Any increases to the wage rates arising from National Negotiations shall follow the precise terms of settlement in National Negotiations as to both the amount of any increases and the effective date/retroactivity of same.

6. T/A

### ARTICLE 17. DURATION

The term of this Local Rider is subject to and controlled by all of the provisions of Article 27 of the National Agreement ("Duration") between the parties hereto. **April 1, 2017 through March 31, 2022.** T/A

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 26<sup>th</sup> day of July.

COMPANY

UNION

**Local 118 Dock Office Clerical Local Rider  
DHL Express (USA), Inc.  
For the Period of April 1, 2017 through March 31, 2022**

**SIDE LETTER FOR TEAMSTERS LOCAL 118  
DOCK- CLERICAL**

The parties agree to CLARIFY the applicable procedure for handling grievances as follows.

1. In the parties' **June 20, 2017** tentative agreement, the parties agreed to the following grievance procedure **for both contract and discipline grievances:** T/A

T/AT/AT/AT/AT/AT/AT/A

**Step 1 - The aggrieved employee or employees must present the grievance in writing to the District Manager, with a copy to the shop steward within five (5) working days after the reason for the grievance has occurred or five (5) working days after the employee reasonably would have knowledge of the event upon which the grievance was based except that the time limit shall be ten (10) working days in case of discharge, suspension, or a violation of the wage agreement. The District Manager will issue a written decision within ten (10) working days after receipt of the grievance, with a copy to the Union, shop steward, Regional Manager, and Company labor department. T/A**

**Step 2 - If no satisfactory settlement has been reached within ten (10) working days following the submission of the grievance, the business representative of the Union shall attempt to resolve the matter with the Company labor department or Regional Manager. T/A**

**Step 3 - If no settlement is reached, the dispute will be submitted to the Eastern Region Joint Area Committee for consideration pursuant to Article 7, Section 2 of the National Master DHL Agreement ("Grievance and Arbitration Procedure - Procedure"). T/A**

**Step 4- If a grievance is deadlocked at Step 3, it will be advanced to the National Grievance Committee for consideration pursuant to Article 7, Section 2 of the National Master DHL Agreement ("Grievance and Arbitration Procedure - Procedure"). T/A**

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