

# 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, ~~2013~~ 2017 through March 31, ~~2017~~ 2022. 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). T/A

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.

There shall be one seniority list for full-time and part-time master board drivers, ~~and a separate seniority list for part-time employees defined in Article 11 Section 1 of the PUD Operational Supplement.~~ When an employee moves from one seniority list to another separate seniority list, then their seniority date of layoff, rehire and bidding shall be the date that they transferred to the new position. All other benefits to apply as per company seniority. T/A

The Employer shall post a seniority roster at least once each six (6) months and shall mail same to the Local Union at least once each six (6) months.

### 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~~ April 1st of each year. All bidding shall be completed by the end of the second full week of ~~February~~ April and will be effective beginning the third week of ~~February~~ April. 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. T/A

### C. thru M. [NO CHANGE]

## ARTICLE 24. WORKING HOURS

### Section 1. Shift Work (NO CHANGE)

### Section 2. Call Back Pay (NO CHANGE)

### Section 3.

Workday. The workday for regular full-time employees shall be eight (8) consecutive hours per day. Full-time employees shall take one (1) unpaid lunch period of not less than one-half (1/2) hour, and not more than one (1) hour. The amount of time for said lunch period shall be based on the operational needs of the Company. This lunch period shall be scheduled and completed between the fourth (4<sup>th</sup>) and sixth (6<sup>th</sup>) hour of work. Management

shall not arbitrarily require employees to take a lunch period which would conflict with the provisions of this article or any other article in this Agreement. The workday for full-time split shift employees shall be eight (8) non-consecutive hours per day, consisting of two (2) work periods of not less than three (3) hours and separated by one (1) unpaid break not to exceed two (2) hours. The workday for part-time employees shall be four (4) consecutive hours per day. All employees shall be allowed a rest period approximately one-half way through the first half of his shift and another rest period half way through the second half of his shift, and when the rest period is taken shall be at the discretion of the employee so long as the operational needs of the Company are met. The time for said rest periods shall be paid for by the Employer and shall not exceed fifteen (15) minutes each.

**Workweek.** The scheduled workweek for all full-time employees, excluding pre-seniority part-time employees shall be five (5) consecutive days, Monday through Friday, ~~or~~ Tuesday through Saturday, **with the exception of full-time employees holding weekend bids, as described in the following paragraphs.** There shall be no scheduled workweek for pre-seniority part-time employees. T/A

**Effective on the date of Ratification of the new agreement, the Company can use up to 10% (partial fractions shall be rounded down if less than or equal to .500 and up if more than .500) of the full-time Master Board bidded positions for a Sunday through Saturday workweek, however such bids shall be for five – 8 hour consecutive days or four – 10 hour 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 Master Board 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 10%, with a corresponding increase in Master Board part-time driving positions. Furthermore, if the total number of full-time Monday through Friday Master Board bidded full-time positions drops below the red-circled number of Master Board 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.** T/A

**In the event the employer increases the number of full-time Monday-Friday Master Board bidded positions by 5% (from the date of ratification) at any location and maintains that level for more than 30 consecutive days, and so long as it is maintained, it may add an additional 5% (total 15% partial fractions shall be rounded down if less than or equal to .500 and up if more than .500) to the number of full-time Master Board bidded positions for the Sunday through Saturday workweek bids.** T/A

**If any Master Board full-timer working a bid covering a weekend day is not available on his normal weekend shift, the shift shall first be offered to Part-time Master Board drivers who have worked fewer than thirty-two (32) hours in the workweek, and then to regular Monday through Friday Master Board full-time employees who did not avail themselves of forty (40) hours work in the workweek and were not compensated, provided that such employee notifies management of his/her desire to work as a Saturday replacement employee by noon on Friday. Next the Company may use a regular Master Board driver on overtime.** T/A

**Any weekend work above and beyond the regular bids shall be offered in seniority order to Master Board drivers at applicable overtime rates set forth herein.** T/A

**Employees on the Master Board seniority list (including those holding 20% part-time positions) as of the date of ratification shall not be required to work on weekend bidded position.** T/A

**Guarantee.** A full-time employee (regular full-time or full-time split shift) called to work on a given day shall be guaranteed four (4) hours reporting pay, if not put to work, or eight (8) hours per day if put to work; a part-time employee called to work on a given day shall be guaranteed two (2) hours reporting pay, if not put to work, or four (4) hours per day if put to work; a pre-seniority part-time employee shall be guaranteed three (3) hours when put to work. In the case of an overtime day, any full-time employee scheduled to work shall be guaranteed four (4) hours reporting pay and any part-time employee scheduled to work shall be guaranteed two (2) hours reporting pay for that day, unless the employee is notified on the previous day not to report to work. There shall be no guaranteed workweek.

**Delay.** In the event the DHL aircraft is delayed more than two (2) hours from its currently scheduled arrival, the Company will have the right to back up start times and/or send employees home without a guarantee. The Company will make reasonable efforts to contact the employee one and one-half (1½) hours prior to their start time. **Additionally, in the event of an inbound aircraft delay in excess of sixty (60) minutes, the Company may, after seeking volunteers in seniority order, call employees, in reverse seniority order, in to work up to one (1) hour ahead of their usual start time the following day, provided that the Company notifies the employee prior to the end of his/her previous day’s shift.** T/A

**Forty (40) Hour Weekly Guarantee.** All full-time employees on the master board seniority list as of the date of ratification will be red-circled by name, and will be guaranteed the opportunity for forty (40) hours per week as long as they are working full-time and on the active seniority list. T/A

**Section 4. Overtime**

All hours compensated for by a particular employee in excess of eight (8) hours per day or forty (40) hours per week shall be overtime, paid for at time and one-half (1½) the regular straight-time rate of pay. Time and one-half (1½) the regular straight-time rate of pay shall be paid for all hours worked on the sixth (6th) consecutive day for all employees. Double time (2x) the regular straight-time rate of pay shall be paid for all hours worked on the seventh (7th) consecutive day worked for all employees. Work performed on Sunday shall be paid at time and one-half (1½) unless such day is the seventh (7th) consecutive work day, in which case, the above double time (2x) rate would apply. **Work performed on Sunday will be paid at the straight time rate of pay if part of a scheduled weekend bid.** T/A

**Section 5. Saturday Work**

**Other than to cover absences of weekend bid employees,** Saturday work will be first offered by seniority to those employees who have thirty-six (36) compensated hours or less in the current workweek, with a four (4) hour guarantee. T/A

**Section 6. Uniforms and Personal Grooming [NO CHANGE]**

**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, **except for those employees who have accepted a weekend bid pursuant to Article 24, Section 3, above.** A **regular, non-weekend bid 4x10** 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. T/A

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 (3<sup>rd</sup>) 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**

**Section 1.**

~~WILL BE MODIFIED BY THE TERMS OF THE NATIONAL ECONOMIC TA~~

All new hires and present employees currently in progression on the master board shall be paid accordingly to the following schedule:

Hire	<del>\$13.25</del>	<b><u>65% of Current Top Rate</u></b>
<del>6 months</del>	<del>\$13.75</del>	
12 months	<del>\$14.25</del>	<b><u>70% of Current Top Rate</u></b>
<del>18 months</del>	<del>\$14.75</del>	
24 months	<del>\$15.25</del>	<b><u>75% of Current Top Rate</u></b>
<del>30 months</del>	<del>\$15.75</del>	
36 months	<del>\$16.25</del>	<b><u>85% of Current Top Rate</u></b>
<del>42 months</del>	<del>\$17.00</del>	
48 months		<b><u>100% of Current top rate</u></b>

**Driver trainers (selected solely at the discretion of the Company) shall receive \$10.00 daily differential on each day he/she performs such duties (check riding new hire employees).**

**Drivers with a Class “B” shall receive \$.25 per hour for all hours worked on any day he/she operates a vehicle requiring such license or endorsement.**

**Drivers with a Class “A” shall receive \$.50 per hour for all hours works on any day he/she operates a vehicle requiring such license or endorsement.** T/A

**Section 2:**

~~The wage progression for part time employees hired after ratification on the separate seniority list for part time employees defined in Article 11 Section 1 of the PUD Operational Supplement is as follows:~~

Hire \_\_\_\_\_ \$11.25

12 months — \$11.60  
24 months — \$11.95  
36 months — \$12.30

## ARTICLE 26. HEALTH & WELFARE

### WILL BE MODIFIED BY THE TERMS OF THE NATIONAL ECONOMICS

#### ARTICLE 27. PENSION

### WILL BE MODIFIED BY THE TERMS OF THE NATIONAL ECONOMICS

#### ARTICLE 28. VACATIONS

##### Section 1. Eligibility for Vacation

- (a) Part-time employees 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 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 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 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) Full-time employees who have completed twenty (20) years or more of service shall receive five (5) weeks' vacation with pay.
- (f) Full-time employees shall be paid 1/52<sup>nd</sup> of the previous years gross annual earnings **as reported on their prior years W-2**, with a minimum of forty (40) straight-time hours, whichever is greater for each week of vacation. T/A

Section 2. Pro Rata Vacation [NO CHANGE]

Section 3. Holiday During Vacation [NO CHANGE]

Section 4. Unemployment Compensation [NO CHANGE]

Section 5. Vacation Scheduling [NO CHANGE]

Section 6. [NO CHANGE]

Section 7. [NO CHANGE]

Section 8. [NO CHANGE]

## ARTICLE 29. HOLIDAYS

Section 1. [NO CHANGE]

Section 2. [NO CHANGE]

Section 3. [NO CHANGE]

Section 4. [NO CHANGE]

Section 5. [NO CHANGE]

Section 6. [NO CHANGE]

##### Section 7. Part-Time Employees

In order to receive holiday pay, part-time employees have to work within the three (3) week period prior to the holiday. Part-time employees if worked over twenty (20) hours per week average for those three (3) weeks preceding the holiday will receive eight (8) hours pay; if twenty (20) hours or less per week, such employee will receive four (4) hour's pay. Part-time ~~employers~~ **employees** hired after the date of ratification of this Agreement shall receive paid holidays prorated based on the average number of hours worked in the two weeks before the holiday T/A

Section 8. [NO CHANGE]

## ARTICLE 30. FUNERAL LEAVE [NO CHANGE]

## 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 and full-time employees.
- (b) Effective the date of ratification, eligible employees shall accumulate sick leave at the rate of **one (1) hour for every 30 hours worked or** one-half (1/2) day per month, **whichever is greater. Accumulation of sick leave will not exceed forty-eight (48) hours in each year.** T/A
- (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.** [NO CHANGE]

**Section 5.** [NO CHANGE]

**Section 6.** [NO CHANGE]

**Section 7.** [NO CHANGE]

**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. T/A~~

**ARTICLE 32. JURY DUTY** [NO CHANGE]

**ARTICLE 33. 401(K) PLAN** [NO CHANGE]

**ARTICLE 34. FLIGHT BENEFITS** [NO CHANGE]

**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 **second 2<sup>nd</sup>** business day follow the day the shortage was due.  
T/A

**ARTICLE 39. DURATION** [NO CHANGE]