

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, ~~2013~~ **2017** through March 31, ~~2017~~ **2022**. 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). 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 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

Section 1. Seniority.

There shall be one (1) DHL Ramp **(Non-Driving)** Operation seniority list. All benefits to apply as per company seniority. T/A

Section 2. Seniority Application. [NO CHANGE]

Section 3. Layoff. [NO CHANGE]

Section 4. Recall. [NO CHANGE]

ARTICLE 24. WORKING HOURS / WORKING CONDITIONS

Section 1.

Ramp workers shall be guaranteed at least three (3) hours of work or pay per shift. **With the exception of those Ramp employees on the seniority list as of April 1, 2017, H** hours of work for ramp workers shall consist of one (1) ~~minimum~~ shift of three (3) hours ~~or two (2) minimum shifts of three (3) hours each, one (1) shift in the a.m. or the and one (1) shift in the p.m.~~ **Ramp employees on the seniority list as of April 1, 2017, shall continue to have the option to select to bid either one (1) or two such (2) shifts, one (1) in the a.m. and/or one (1) in the p.m.** Ramp workers shall select shifts on a seniority basis. Ramp workers may volunteer to work **additional shifts to cover absences or operational need** ~~both shifts,~~ and the Company shall assign volunteers by seniority, but ramp workers shall not be required to work **more than one (1)** ~~both~~ shifts. The workweek for ramp workers shall be Monday through Sunday. All known work assignments shall be bid on a quarterly basis. All other assignments which are not known at the time of the quarterly bid shall be bid by seniority as needed. Additional shifts may be created by mutual agreement between the Company and the Union. The Union shall not unreasonably withhold agreement. **Ramp workers may work up to a maximum of thirty-two (32) hours per week.** T/A

Section 2. [NO CHANGE]

Section 3. [NO CHANGE]

Section 4.

Ramp workers will only perform work that is considered ramp work including the loading and unloading of the DHL aircraft, loading and unloading of the feeder aircraft, ~~and the~~ operating of ramp equipment, **loading and unloading of trucks and containers and other duties associated with the am and pm sort operations.** T/A

Section 5.

Ramp workers will not perform work that is considered drivers work, including all driving, ~~dock work, sorting, a.m. and p.m. pickup and delivery,~~ dropping off or picking up of any freight to other airlines, and performing shuttle runs. T/A

Section 6.

All hours compensated for by a ~~an~~ **ramp** employee in excess of ~~eight (8)~~ **five (5)** hours per ~~day~~ **shift and eight (8) total straight-time hours in a workday** 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 compensated on the sixth consecutive day. Double time (2x) the regular straight time rate of pay shall be paid for all hours worked on the seventh consecutive day worked for all **ramp** employees. ~~Work performed on Sunday shall be paid at time and one half (1½) unless such day is the seventh consecutive work day, in which case, the above double time (2x) rate would apply. T/A~~

Section 7. Uniforms and Personal Grooming. [NO CHANGE]

Section 8. [NO CHANGE]

Section 9. [NO CHANGE]

Section 10. [NO CHANGE]

~~**Section 11.**~~

~~It is understood that the Ramp worker classification may perform sorting out of the belly of the aircraft into as many as five vehicles~~

ARTICLE 25. WAGE RATES

Section 1.

WILL BE MODIFIED BY THE TERMS OF THE NATIONAL ECONOMIC TA

Section 2.

The part-time wage progression for those part-time ramp employees hired after ~~ratification~~ **April 1, 2017** is as follows: T/A

WILL BE MODIFIED BY THE TERMS OF THE NATIONAL ECONOMICS

ARTICLE 26. HEALTH & WELFARE WILL BE MODIFIED BY THE TERMS OF THE NATIONAL ECONOMICS

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

ARTICLE 28. PENSION WILL BE MODIFIED BY THE TERMS OF THE NATIONAL ECONOMICS

ARTICLE 29. VACATIONS

Section 1. Eligibility for Vacation. [NO CHANGE]

Section 2. Pro Rata Vacation. [NO CHANGE]

Section 3. Holiday During Vacation. [NO CHANGE]

Section 4. Unemployment compensation. [NO CHANGE]

Section 5. Scheduling. [NO CHANGE]

Section 6. [NO CHANGE]

Section 7. [NO CHANGE]

Section 8. [NO CHANGE]

Section 9. [NO CHANGE]

ARTICLE 30. HOLIDAYS [NO CHANGE]

ARTICLE 31. FUNERAL LEAVE [NO CHANGE]

ARTICLE 32. SICK LEAVE

Section 1. [NO CHANGE]

Section 2. [NO CHANGE]

Section 3. [NO CHANGE]

Section 4. Worker's Compensation. [NO CHANGE]

Section 5. Hospital Leave. [NO CHANGE]

Section 6.

Effective the date of ratification of this Agreement, employees shall accumulate sick leave at the rate of **one (1) hour for every 30 hours worked or one-half (1/2) 1/2 day per month, whichever is greater. Accumulation of sick leave will not exceed forty (40) hours in each year.** Sick leave shall be taken only for the purpose of a bona fide illness, injury or under the provisions of applicable law. T/A

Section 7. Sick Leave Bank. [NO CHANGE]

Section 8. [NO CHANGE]

~~**Section 9.**~~

~~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 33. JURY DUTY [NO CHANGE]

ARTICLE 34. NON-DISCRIMINATION [NO CHANGE]

ARTICLE 35. FLIGHT BENEFITS [NO CHANGE]

ARTICLE 36. ATTENDANCE [NO CHANGE]

ARTICLE 37. EXAMINATIONS [NO CHANGE]

~~employees working under the Local 162 Driver Local Rider.~~
T/A

**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 second (2nd) business day follow the day the shortage was due. T/A

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. T/A~~

~~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~~