

# SUMMARY OF TENTATIVE LOCAL 249 PUD LOCAL RIDER

## PREAMBLE

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 249, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS (hereinafter "Union" or "Local 249"). 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, 2017 through March 31, 2022. This Local Rider shall not become effective unless and until it is ratified by the Employer's pick-up and delivery employees represented by Local 249 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 preexisting collective bargaining agreement between the parties for the affected pick-up and delivery employees represented by Local 249.

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 22. SCOPE OF AGREEMENT

### Section 1. Operations Covered

The execution of this Pittsburgh Local Rider Agreement on the part of the Employer shall cover all pickup and delivery operations of the Employer performed entirely within the geographic jurisdiction of Local 249.

### Section 2. Employees Covered

Employees covered by this Agreement shall be construed to mean any driver or driver-helper operating any vehicle for the purpose of performing the work described in this Agreement. The term "employee" also includes all employees used in dock

work, checking, stacking, loading, unloading, handling, shipping, receiving, assembling, and allied work.

Following ratification, the Employer may discontinue performing DIM/Re-Weigh functions within the jurisdiction of the Local Area Supplement and it shall not be a violation of this Agreement for such functions to be performed by non-unit personnel outside of the jurisdiction. However, all Dim/Reweigh functions that remain within the jurisdiction, for example processing non-conveyable material, will be performed by bargaining unit personnel. Any Dim/Reweigh work currently performed by the bargaining unit (including the IC work currently performed) that is moved out of the station and returns will continue to be Local 249 bargaining unit work. Further, the discontinuation of the DIM/Re-Weigh functions by bargaining unit personnel will not result in any layoff. T/A

## ARTICLE 23. UNION SHOP AND DUES

### Section 1.

A. The parties agree that these new hire provisions are not to be used to eliminate or subterfuge the employment of additional employees (i.e., the flooding of probationary new hires to keep from allowing these employees to gain seniority.) Disputes over this section shall be subject to the grievance procedure.

B. New Entry Rates (Effective April 1, 2008).

Effective April 1, 2013, all regular employees hired on or after that date shall receive the following hourly and/or mileage rates of pay:

- (a) Effective first (1st) day of employment - 75% of the current rate.
- (b) Effective first (1st) day of employment plus one year - 80% of the current rate.
- (c) Effective first (1st) day of employment plus eighteen (18) months - 90% of the current rate.
- (d) Effective first (1st) day of employment plus two (2) years - 100% of the current rate.

Annual wage increases set forth in the Pick-Up and Delivery Supplement shall be added to the top rate.

## Section 2. Definitions

### Casual language - New Paragraph

(a) **REGULAR EMPLOYEE - An employee who has obtained seniority with the employer. T/A**

1. **Other than during the fourth quarter, when an employer utilizes any combination of casual employees as a supplement to the regular work force for thirty (30) days or more in two (2) consecutive calendar months, the employer shall be required to add one (1) employee to the regular seniority list from the preferential casual list for each such thirty (30) days worked by casual employees described above. If there is no one on such list, then the employer shall be required to add one (1) probationary employee for each such thirty (30) days worked by casual employees as described above. T/A**

2. **Preferential Casual - A casual employee who works forty-five (45) days within six (6) months, shall be placed on preferential list for future regular employment in the order placed on the preferential list not to be subject to any probationary period. The casual employee's seniority date is the date added to the regular list. Failure to add the casual employee from the preferential hiring list in this order shall be subject to the grievance procedure. Casuals on the list shall be offered available extra work, in seniority order, amongst themselves and shall have access to the grievance procedure.**

**Upon ratification of the 2017 – 2022 contract, all casuals shall be considered preferential casuals. Promotion to a seniority driver shall be by seniority based on date of hire. Casuals brought on after the date of ratification referenced above shall have to meet the eligibility requirements set forth in the previous paragraph. For casuals brought after ratification, promotion to seniority driver shall be by seniority based on the date they were made a preferential casual. T/A**

### Casual/Extra Employees

A monthly list of all casual and/or probationary employees used during the month shall be submitted to the Local Union by the tenth (10th) day of the following month. Such list shall include:

- (a) the employee's name and address;
- (b) the date worked;
- (c) the classification of work performed each date, and the hours worked; and
- (d) the name, if applicable, of the employee replaced.

This list shall be compiled on a daily basis and shall be available for inspection by a Union representative and/or the shop steward.

## ARTICLE 24. ABSENCE [NO CHANGE]

## ARTICLE 25. SENIORITY

### Section 1.

A. When an employee, due to lack of work, has not worked in a fourteen (14) day calendar period, this employee will be considered to be on layoff status.

B. If requested by the Local Union in writing within sixty (60) days after the effective date of this Agreement, one steward shall be granted super-seniority for layoff and recall. Any additional application of superseniority for stewards must be justified as being directly related to the proper performance of the steward's duties as steward and permitted by applicable law. The Local Union and the Employer shall agree, subject to the approval of the Joint Area Committee, on circumstances under which persons who leave the classifications of work covered by this Agreement but remain in the employ of the Employer in some other capacity, may retain terminal seniority rights upon their return to their original unit. In the absence of such express agreement, such employees shall lose all seniority rights.

### Section 2.

The Employer shall not require as a condition of continued employment, that an employee purchase truck, tractor and/or tractor and trailer or other vehicular equipment or that any employee purchase or assume any proprietary interest or other obligation in the business.

### Section 3.

#### A. Posting

All regular starting times, peddle runs and positions are subject to seniority and shall be posted for bid. **Weekend work will be permitted as outlined in Article 14 of the Pick Up and Delivery Operational Supplement, however, the order of call to cover absences shall be set forth below. In addition, during the course of this contract (2017 to 2022), the number of couriers scheduled to work weekends on straight time shall be limited to two. If the Company wishes to add more than two weekend couriers, they will discuss with and obtain the union's agreement prior to adding. T/A**

Posting **of all bids** shall be at a conspicuous place so that all eligible employees will receive notice of the vacancy and starting time, peddle run or position open for bid. Such posting of bids shall be on a semiannual or annual basis unless operations needs require a bid change. Posted bids shall include provisions for cancellations and/or reinstatement of

individual bid positions. Master seniority shall apply for layoff, recall, annual bid, and semi-annual bid. T/A

**Work week shall be guaranteed forty (40) hours per week and will be scheduled five (5) consecutive, eight (8) hours days Monday through Friday. Weekend work shall be guaranteed forty (40) hours per week and will be scheduled five (5) consecutive, eight (8) hour days. Order of call to cover daily absences and extra work in addition to the weekend bid positions will be as follows, 1) regular full time employee (including percenters), 2) casual employees. TA**

B. The Employer will be required to provide the Union with a copy of the bid seven (7) calendar days prior to posting the bid and will post the bid for a minimum of seven (7) calendar days prior to effective date. In the event that the union believes that the Company has failed to honor its "90%" obligation in a bid, the Union may file a grievance within seven (7) days of receiving the bid and such grievance will be resolved by the National Grievance committee within 30 days. The Employer agrees not to post and implement the disputed bid prior to resolution. Any other grievance regarding a bid will be resolved in the ordinary grievance process and will not delay the posting and implementation of the bid.

Employees on worker's compensation who are expected to return during the bid period (as certified by a physician), shall be permitted to bid in accordance with their seniority. Employees when released from worker's compensation shall return to work in the bid position he/she selected at time of posting, if still in existence.

If the employee's bid has been canceled at the time he/she is released and returns back to work, that employee may bump a less senior employee within his/her terminal.

Temporary job vacancies created due to compensable injuries, disability, vacation or other absences of a week or more, shall be temporarily filled by offering such work in terminal seniority order to the list of 10% employees.

Job vacancies created due to compensable injuries may be temporarily filled, at the discretion of the employer. The method of replacement to be mutually agreed upon between the Union and Company.

Dispatch assignments shall be at the sole discretion of the Employer except when more than one (1) driver is dispatched at the same time. Other than bid, the most senior employee shall be permitted the choice of dispatch provided the employee has available hours to complete the work assignments.

### **C. Layoffs**

Lay-off by master seniority.

### **Section 4.**

A. Helpers, checkers and dock employees shall be given an opportunity to drive according to seniority, subject to the approval of the Union and the employer.

B. Any employee who is injured on the job and finds out that upon returning to work they cannot perform their former duties due to said injury, they shall be given consideration on another job where it is agreeable between the Employer and the Local Union.

### **Section 5. Part-Time Personnel**

**Definition. A part-time employee is an individual who is scheduled to work a guaranteed minimum of at least (3) hours per day and fifteen (15) hours per week up to a maximum of thirty-two (32) hours per week. Part-timers shall not be scheduled to work more than thirty-two (32) hours in a week. T/A**

**Use of Part-Time Personnel. The Employer may employ part-time personnel to fulfill its operational needs subject to the terms and conditions set forth in this Local Rider. The Employer may assign part-time personnel to load and unload vehicles and sort packages, to conduct ramp operation, and to perform delivery work as non-driving drivers helpers during peak season (October 1 through December 31). T/A**

**No part-time employee shall drive except the Company may utilize part-time employees to perform p.m. pick-up and p.m. shuttle work, provided that the total number of part-time drivers does not exceed fifteen percent (15%) of the total number of active full-time shuttle drivers and couriers. Part-timers shall not be permitted to work a split-shift. T/A**

## **ARTICLE 26. GRIEVANCE MACHINERY**

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### **Section 1. Examination of Records**

The Local Union, the Western Pennsylvania Teamsters and Employers' Joint Area Committee, or the Eastern Region Joint Area Committee shall have the right to examine time sheets and any other records pertaining to the computation of compensation of any individual or individuals whose pay is in dispute, or records pertaining to specific grievances within seven (7) days of request.

## **ARTICLE 27. GRIEVANCE MACHINERY AND UNION LIABILITY [NO CHANGE]**

## **ARTICLE 28. DISCHARGE AND SUSPENSION [NO CHANGE]**

## **ARTICLE 29. HEALTH AND WELFARE *See National Economics***

**ARTICLE 30. PENSION PLAN**

See National Economics

**ARTICLE 31. COMPETITIVE EQUITY [NO CHANGE]**

**ARTICLE 32. SICK LEAVE [NO CHANGE]**

\* See Economics for Part-Time Sick leave

**ARTICLE 33. LOCAL CARTAGE PROVISIONS**

**Section 1. Meal Period**

No Change

**Section 2. Sundays and Holiday work**

**A. Sundays**

Any full-time employee regularly scheduled to work Monday through Friday and covered by this contract required to work on Sunday shall be paid for such work at the rate of double time with a minimum guarantee of eight (8) hours which shall not be included in the regular forty (40) hour workweek. This shall not apply to employees starting on or after 6:00 p.m. on and holidays; however, the eight (8) hour minimum guarantee applies. T/A

Any full-time employee regularly scheduled to work Saturday and/or Sunday and covered by this contract shall be paid time and a half for all work performed on the first non scheduled day that he/she works and shall receive double time for all hours worked on the second non regularly scheduled day worked in any workweek. T/A

**B. Holidays [NO CHANGE]**

\* See Economics for Part-Time Holidays

**Section 3. Vacations [NO CHANGE]**

\* See Economics for Part-Time Vacations

**Section 4. Protective Apparel [NO CHANGE]**

**Section 5. General Conditions [NO CHANGE]**

**Section 6. Paid for Time [NO CHANGE]**

**Section 7. Wages and Hours –**

**A. Wages**

Hold for Economics

**B. Hours and Guarantee**

- (1) Terminal seniority will be utilized for ten percent (10%) open bid assignments. Ten percent (10%) employees must be available between 5:00 a.m. and

2:00 p.m. Ten percent (10%) employees shall provide the Company with a contact telephone number. Any employee that may not have a telephone would be required to call his supervision staff at 6:00 a.m. and 12:00 p.m. for possible work opportunity.

All ten percenters hired as of the date of ratification shall have a forty (40) hour guarantee and will be scheduled to work Monday through Friday. T/A

- (2) Should any employee be ordered to work ahead of others who have greater seniority, the Employer shall compensate the senior employee at the regular hourly rate for the difference in time between that time that the senior employee reported to work and that which the junior employee reported. Such penalty payment shall be at the straight hourly rate and shall be paid in addition to the guarantees required by this section. This provision shall not apply where the senior employee is incapable of operating the Equipment or the junior employee has either a regular run or reporting time.
- (3) When an employee receiving eight (8) hours minimum would exceed forty (40) hours, the employee called to work shall be guaranteed working time to result in the equivalent of eight (8) hours of straight time rate of pay.
- (4) When an employee is assigned to do work in a higher rated classification, they shall receive the higher rate of pay for such work performed.
- (5) In the event the Company under the jurisdiction of the Local Union party hereto, should contract work under the jurisdiction of another Local Union, or if employees work under another contract between the Company and the Local Union, and the rate of pay established by such other Local Union, or contract is higher than the rate of pay prevailing in this contract, the higher rate of pay shall prevail for such work actually performed.

**C. 7-Day Operations**

The Employer and the Union have established seven (7) day operation work rules by hereby incorporating Article 14 of the Pick Up and Delivery Operational Supplement as modified in this Local Rider. TA

**ARTICLE 34. TERM OF AGREEMENT [NO CHANGE]**

**Local 249 Pick-Up and Delivery Local Rider  
DHL Express (USA), Inc.**

For the Period of April 1, 2017 through March 31, 2022

MEMORANDUM OF AGREEMENT

The parties agree that, except in cases involving "cardinal" infractions under this Agreement, an employee to be discharged or suspended shall be allowed to remain on the job until the discharge or suspension is sustained under the grievance procedure.

**TA**

**MAINTENANCE OF STANDARDS [NO CHANGE]**