

# SUMMARY OF TENTATIVE LOCAL 317 PUD LOCAL RIDER

## ARTICLE 1. SCOPE OF AGREEMENT [NO CHANGE]

time employee in the same job classification and the backfill for the part-time position will be from the casual pool.

## ARTICLE 2. RECOGNITION

### Section 1. Employees Covered

This Local Rider covers all Courier employees employed within the jurisdiction of Local 317 (who presently only report to a meet location at 404 N. Midler Ave., Unit 8, Syracuse, New York 13057).

Vacancies created by disability or compensation must be filled by the employer no later than thirty (30) days from the date of the vacancy.

The term "employee" or "employees" as used in this Local Rider shall mean generally Pickup and Delivery or Courier employees employed at the Company's Syracuse, New York facility.

Vacancies created by termination or discharge, shall be filled by the employer no later than five (5) days of receipt of an arbitrator's decision sustaining the decision.

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

## ARTICLE 5. USE OF AND PERFORMANCE OF DRIVER-DOCK BARGAINING UNIT WORK BY PERSONNEL OTHER THAN FULL-TIME SENIORITY EMPLOYEES

[NO CHANGE]

This Article replaces in its entirety Article 11 ("Use of and Performance of Bargaining unit Work by Personnel Other than Full-Time Seniority Employees") in the PUDOS.

## ARTICLE 3. MANAGEMENT RIGHTS [NO CHANGE]

### Section 1. Part-Time Personnel

## 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 Article 10 of the PUDOS.

The employer will be permitted to use no more than twenty-five(25) percent of the employees as part-time. The employer, however, will be permitted to use a minimum of 2 PT employees regardless of the number of FT employees. The number of employees will be taken from the full and part-time seniority lists. T/A

### Section 1. Bidding

The Employer shall, at least once each year, conduct an annual bid in January of each year for regular full-time and part-time employees by classification. The bids shall list starting times and areas and employees shall be allowed to bid in accordance with their seniority.

### Section 2. Driver Order of Call [NO CHANGE]

T/A

### Section 3. Filling of Vacancies

When vacancies become available by job classification, prior to a complete facility bid, they will be filled as follows:

- A. First go to applicable full-time seniority list;
- B. If not filled by full-time list, goes by seniority to applicable part-time list;
- C. If the senior bidder is a full-time employee, this employee's position will be backfilled by the senior part-

## ARTICLE 6. SICK LEAVE/ROVING HOLIDAYS

Full-Time employees shall receive sick leave based on one (1) day for each thirty (30) days worked, not to exceed twelve (12) days in any one (1) year, until such time as they reach their first (1st) anniversary date. After that, they will receive sick days/roving holidays as outlined in this Local Rider, provided that the employee has worked at least ninety (90) days in the prior calendar year. T/A

The employer shall provide a sick leave program for its regular, full-time employees consisting of twelve (12) days each calendar year. An employee must work five (5) days in a calendar year to qualify for one sick roving holiday. T/A

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/Roving Holiday leave will be paid on the first day of absence due to sickness, accident or hospitalization. T/A

Part-time employees employed on or before June 6, 2008 will receive five (5) days each year paid at five (5) hours per day.  
\*See Economics for Part-Time Sick Leave

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

This Article replaces in its entirety Article 14 ("Hours of Work"), found in the PUDOS.

### **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.

### **Section 2. Driver-Dock Work Week**

#### **A. Regular, full-time employees:**

Except as otherwise specifically provided for in this Local Rider, the normal workweek for regular fulltime employees shall consist of five (5) days of eight (8) hours each, worked consecutively, exclusive of lunch period. All work performed on the 6<sup>th</sup> day of any workweek shall be paid at 1.5 times the regular wage rate. All work performed on the 7<sup>th</sup> consecutive day worked in any workweek shall be paid at 2 times the regular wage rate. T/A

The standard guaranteed workweek for all regular, full-time employees shall be forty (40) hours per week and the standard guaranteed workday shall be eight (8) hours per day. Except as otherwise specifically provided for in this contract, all hours worked in excess of eight (8) hours in any one (1) day, or forty (40) paid hours in any one (1) week, shall be paid for at the time of time and one-half (1 1/2) the regular hourly rate. T/A

Regular employees called back to work for extra work shall be allowed to work up to three (3) days in any one (1) workweek as extra men. If worked more than three (3) days they shall be guaranteed a full week's work as a regular employee, providing this shall not be used as a subterfuge to defeat the regular guaranteed workweek.

Any employee forced to work an extra bid shift shall be guaranteed four (4) hours work. Should the employee complete the assignment earlier and opt to punch out, the four (4) hour guarantee is voided.

The Company will make every effort to give thirty (30) minutes notification when employees are to be forced to work additional hours.

The Company maintains the right to create full-time split shifts. There can be no more than a four (4) hour break in between the end of one block of hours and the beginning of the next.

### **New limited Full-Time driving bids covering weekends;**

Effective on the date of ratification of the 2017 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 bidded positions for Sunday through Saturday workweek, however, such bids shall be for five – 8 hour consecutive 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 positions in place as of the date of ratification at the station created through growth can be used to make up the 10%. Furthermore, if the total number of full-time Monday through Friday bidded positions drops below the red-circled number of bidded full-time positions at the station (“red-circled by number”), the Company shall be prohibited from using any of the weekend bids at the station, T/A

In the event the employer increases the number of full-time Monday – Friday bidded positions by 5% (from the date of ratification of the 2017 Agreement) and maintains that level for more than thirty (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 bidded positions for the Sunday through Saturday workweek bids. T/A

If any full-timer working a bid covering a weekend day is not available on his normal weekend shift, the Saturday shift shall first be offered to regular full-time Monday – Friday full-time employees who were guaranteed forty (40) straight time hour work opportunities but who did not avail themselves of such opportunity and were not compensated, provided such employee notifies management of his/her desire to work as a Saturday replacement employee by noon on Friday. Next, the Company may use replacement casuals before using a regular driver on overtime. The employer may fill Sunday vacancies using replacement casuals prior to using regular seniority drivers in accordance with the provisions of the Local Supplement. Similarly, the employer may utilize casuals to replace vacancies (absences, vacations, leaves of absence, etc.) for Monday – Friday bids prior to offering the work to full-time employees with weekend bids, T/A

Any weekend work above and beyond the regular bid shall be offered in seniority order to regular drivers at applicable overtime rates. T/A

Furthermore, in locations where the forty (40) hour guarantee is in effect, employees on the full-time seniority

list (including those holding open full-time positions) as of the date of ratification shall not be required to work on a weekend bidded position. However, to the extent that the Company adds additional Monday – Friday bidded positions above the red-circled full-time positions in order to offer Monday – Friday bids to a red-circled employee(s), such additional position(s) shall be an open position(s) not withstanding any restriction regarding the percentage of such positions set forth in the Supplement. T/A

**B. Part-time employees** [NO CHANGE]

**Section 3. Call-in Time** [NO CHANGE]

**Section 4. Layoff Notice** [NO CHANGE]

**Section 5. Acts of God / Delayed Aircraft Resulting from an Act of God** [NO CHANGE]

**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 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. T/A

T/A

**Section 2.** [NO CHANGE]

**Section 3.** [NO CHANGE]

**Section 4.** [NO CHANGE]

**Section 5.**

Part-time employees ~~hired after June 6, 2008~~ shall receive paid holidays prorated based on the average number of hours worked in the two (2) weeks before the holiday.

**\*See Economics for Part-Time Holidays**

**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**

**Section 1.**

Pursuant to Article 20, Section 1 of the DHL- Teamsters Pick-Up and Delivery Operational Supplement and Article 19, Section 1 of the DHL-Teamsters Office Clerical Operational Supplement, the Employer will contribute to be divided between the New York State Teamsters Council Welfare Trust Fund and the New York State Teamsters Conference Pension & Retirement Fund as determined by the Area Co-Chairs.

**\*See National Economics**

**Section 2.**

Effective January 1, 2017, and on January 1st of each subsequent contract year through January 1, 2021, the weekly contribution for regular employees shall be increased by the amount directed by the Area Co-Chairs, subject to the contribution increase cap set forth in Article 20, Section 1 of the DHL - Teamsters PUD Operational Supplement and Article 19, Section 1 of the DHL-Teamsters OC Operational Supplement. T/A

All such monies shall be turned over to the Trust Fund Treasury on or before the 10th day of the month following that month in which said monies accrued. The parties hereto recognize that because of circumstances beyond their control, premiums for such plans as are provided herein may change from time to time and, inasmuch as it is the intention of the parties that benefits provided the employees and their dependents shall be maintained throughout the term of this Local Rider, it is agreed that the amount of the weekly payment shall be for the term of this Local Rider be an amount

determined by the Board of Trustees to be necessary to maintain this plan, but in no event shall that amount be in excess of the \$1.00 per hour allocated between the health and welfare and pension plans.

**Section 3.** [NO CHANGE]

**ARTICLE 15. NYST CONFERENCE PENSION AND RETIREMENT FUND**  
*See National Economics*

**ARTICLE 16. VACATIONS**

To be eligible for vacation, ~~an employee must be a part-time employee employed on or before the date of June 6, 2008 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. **T/A See Economics for Part-Time Vacations**

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 June 6, 2008 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, Joseph Trainor, and John Collins.

The vacation period shall be from January 1st to December 31st. Seniority shall prevail at all times when selecting vacations. Vacation time shall be scheduled by **January** 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. **T/A**

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 (40) 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.

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.

**The Employer shall provide a vacation bid (indentifying the 10 weeks during which only one vacation is permitted) by December 1<sup>st</sup> of each year for the vacations for the following year. The vacation bid shall be completed by January 1<sup>st</sup> of each year. Employees must choose all of their vacations in single block weeks with the exception of one week which may be split in single days. However, employees with three or more weeks vacation may keep one (1) vacation week to be scheduled later. This week may also be scheduled in a one week block or as single days, however, all days are subject to the limitations set forth in the vacation bid. T/A**

**ARTICLE 17. WAGES**  
*See National Economics*

**ARTICLE 18. DURATION**

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

**ADDENDUM [NO CHANGE]**