

SUMMARY OF TENTATIVE LOCAL 856 OFFICE CLERICAL LOCAL RIDER

ARTICLES 21-39 [NO CHANGE]

ARTICLE 40. WORKWEEK – OVERTIME – PREMIUM PAY

Add the following: Weekend Bids

Effective on the date of Ratification of the new agreement, the Company can use up to 20% (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 on a station by station basis created through growth can be used to make up the 20%. 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 a station ("red-circled by number"), the Company shall be prohibited from using any of the weekend bids at that station. T/A

If any full-timer working a bid covering a weekend day is not available on his normal weekend shift, the Company shall use the following order of call to fill the shift: laid off employee, full-time employee, part-time employee and then a casual. T/A

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

The provisions in this Section shall apply to weekend bids regardless of contrary overtime or order-of-call provisions set forth in this Supplement. T/A

ARTICLES 41-42 [NO CHANGE]

ARTICLE 43. SICK LEAVE

All **full-time** employees, after four (4) months of service with the Employer, shall be entitled to receive **seventy-two (72)** hours of sick leave each year. **All part-time employees, after four (4) months of service with the Employer shall be entitled to nine (9) days at three (3) hours of sick leave pay each year.** The Employer may require a doctor's certificate or other reasonable proof of illness. T/A

Employees covered by this provision may accumulate a maximum of one hundred and sixty (160) hours of unused sick leave.

If an employee schedules appointments for dentistry, eye care, medical treatments or physical examinations during regularly scheduled work hours, such time off shall be chargeable against the employee's sick leave credit at not less than full hour increments for each hour or fraction thereof.

Any employee who has sick leave credit and is drawing disability insurance or Workers' Compensation shall, at his request, be paid the difference between such benefit payments and his straight-time earnings for such time such benefit payments are made. These payments shall be charged to the employee's sick leave credit. The request for this procedure shall be made by the employee in writing.

ARTICLE 44. PART-TIME EMPLOYEES

Terminals with five (5) bargaining unit employees or less may employ one regular part-time employee. In terminals other than break bulks of over five (5) bargaining unit employees, one (1) additional part-time employee in any classification shall be permitted for each seven (7) additional bargaining unit employees in the following manner:

5 employees or less	1 part-timer
6 through 11 employees	2 part-timers
12 through 18 employees	3 part-timers
19 through 25 employees	4 part-timers

Such formula shall carry on for each additional seven (7) employees. Such employee shall be guaranteed four (4) hours work per day, if worked over four (4) hours, part-time employees shall be guaranteed eight (8) hours for that day. Part-time position shall be bid and employees placed on the seniority list. Part-time employees shall be guaranteed a weekly minimum of twenty (20) hours of work. Vacations, Holidays, Sick Leave and Funeral Leave shall be applied to part-time employees on the seniority list as of June 6, 2008, on a pro rata basis. Vacation pay shall be computed the same as a regular employee. The Employer may utilize four (4) hour casuals to replace absent part-time employees.

Notwithstanding the provisions of this Article, the Employer may utilize up to two (2) part-timers at its Oakland (OAK) facility. The Employer may utilize the two (2) part-timers even if there are full-timers on layoff at the other facilities, provided that the opening of the OAK facility and the hiring of the two (2) part-time employees does not result in a reduction

to less than three (3) positions at JCC for the red-circled JCC employees (those hired prior to the date of ratification).

Further, the Employer will red-circle the number of full-time positions at each location as of the date of ratification. Provided that the Employer has one additional full-time position at that location (above the red-circled number), the Employer may utilize one additional part-time employee at that location above the number set forth above. T/A

ARTICLES 45-46

[The Company rejects the Union's proposal for MOB and proposes to revise these articles consistent with National Economic Settlement.]

ARTICLES 47-48 [NO CHANGE]

APPENDIX "A"

To The

DHL/TEAMSTERS LOCAL 856 LOCAL SUPPLEMENT TO THE NATIONAL MASTER COLLECTIVE BARGAINING AGREEMENT BETWEEN DHL EXPRESS (USA) INC. AND THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

This Appendix "A" which is attached to this Local Rider sets forth the certain classification of employment as included in each of the individual groups, as well as the detailed description of the job duties which are to be used in determining the specific rate of pay for the individual employee in each of the various areas covered by this Local Rider.

Classification: Payroll Clerk

Job Description:

Checks calculations made by others in figuring the company payroll, keeps various records showing distribution of payroll expenditures, makes out individual paychecks, disburses pay to workers or department heads and hands out the pay as individuals call for it. May perform other duties related to the processing of payroll. May also perform other duties associated with the Operations Clerk function.

Classification: Operations Clerk

Job Description:

Shall perform all bargaining unit work not performed by the Payroll Clerk classification, and bargaining unit work shall be consistent with past practice.

Classification: Dangerous Goods Clerk

Job Description:

Shall maintain a Dangerous Good Certification and shall perform all bargaining unit work , including, but not limited to, inspecting and processing Dangerous Goods. T/A

Classification: Lead

Job Description:

Shall serve at the behest of management in a non-supervisory capacity only; as such, they shall act under and pursuant to supervisory direction and written operational policies, and provide assistance to a supervisor in the routine preparation of reports, training and direction of fellow unit employees in the proper performance of their work duties. Leads may not discipline other bargaining unit members. The selection of unit employees to fill a lead position shall be based on the Employer's determination as to whom is the best and/or most qualified and suitable candidate for the position. T/A

APPENDIX "B"

See National Economic Settlement

[The Company proposes to revise the Appendix consistent with National Economic Settlement and as set forth below.]

DHL/TEAMSTERS LOCAL 856 LOCAL RIDER TO THE NATIONAL MASTER COLLECTIVE BARGAINING AGREEMENT BETWEEN DHL EXPRESS (USA) INC. AND THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

This Appendix "B" which is attached to the above-described Local Rider sets forth wage increases for the classifications of employment covered by such this Local Rider in each of the variously described areas covered by the Local Rider.

New Hire Rate: The new hire rate shall be two dollars and forty cents (\$2.40) less than the current contract rate applicable to the classification of work for which the employee is being hired. Such new hire rate shall be increased in forty cent (\$0.40) increments every three (3) months until the contract rate for the classification is achieved.

The contract rate for full-time Payroll Clerks who have completed the new-hire progression is \$27.92 as of October 1, 2016. T/A

The contract rate for full-time Operations Clerks who have completed the new-hire progression is \$27.65___ as of October 1, 2016. . T/A

Effective the date of ratification, the Employer will pay a Dangerous Goods clerk a one dollar (\$1.00) per hour premium for all hours of the shift in which the Clerk inspects or processes Dangerous Goods. . T/A

Effective the date of ratification, employees designated as a Lead shall receive one dollar (1.00.) added to their base hourly rate of pay for all time worked in a lead capacity and such premium shall be included therein for the calculation of overtime pay, if any, as well as vacations, holidays, sick days, and bereavement. (Leads will not be entitled to the Payroll or Dangerous Goods premium.) . T/A

The following increases for full-time employees who have completed the new-hire progression shall take effect on the dates shown:

Effective dates	Hourly Increase
<u>April 1, 2017</u>	<u>\$1.00</u>
<u>April 1, 2018</u>	<u>\$1.00</u>
<u>April 1, 2019</u>	<u>\$1.00</u>
<u>April 1, 2020</u>	<u>\$1.00</u>
<u>April 1, 2021</u>	<u>\$1.00</u>

The following increases for part-time employees on the seniority list on the date of ratification of this Local Rider who have completed the new-hire progression shall take effect on the dates shown.

Effective dates	Hourly Increase
<u>April 1, 2017</u>	<u>\$.50</u>
<u>April 1, 2018</u>	<u>\$.50</u>
<u>April 1, 2019</u>	<u>\$.50</u>
<u>April 1, 2020</u>	<u>\$.50</u>
<u>April 1, 2021</u>	<u>\$.50</u>

Rates of pay for part-time employees currently in progression or hired after April 1, 2017 shall be as follows.

Start Rate	<u>\$15.50</u>
12 mos	<u>\$16.00</u>
24 mos	<u>\$16.50</u>