

SUMMARY OF TENTATIVE PHILADELPHIA, PENNSYLVANIA & VICINITY DHL EXPRESS PICK-UP AND DELIVERY AREA SUPPLEMENT

Agreement by and between undersigned Employer Association or Employer, as applicable (hereinafter "Employer"), and Highway Truck Drivers and Helpers, Local No. 107, Chauffeurs, Teamsters, Warehousemen and Helpers, General Teamsters Local No. 326, Chauffeurs, (hereinafter "Union"), all of whom are affiliated with both the Eastern Region of Teamsters and the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America.

This Local Supplement is supplemental to and becomes a part of the National Master DHL Agreement, hereinafter referred to as the "Master Agreement" and the Pick-Up and Delivery Operational Supplement, hereinafter referred to as the "PU&D", for the period commencing April 1, 2017 through March 31, 2022, the terms and conditions contained herein, shall supersede any conflicting terms in the PU&D Operational Supplement. T/A

Challenges/grievances arising out of alleged conflicts shall be submitted directly to the National Grievance Committee.

ARTICLE 22. SCOPE OF AGREEMENT

Section 1. Operations Covered [NO CHANGE]

Section 2. Employees Covered [NO CHANGE]

Section 3. Local Operations

This Agreement shall cover all local dock work or city pickup and delivery service, Airport operations as currently being performed including the K-Loader and local operations within the jurisdiction of the Philadelphia, Pennsylvania & Vicinity DHL Express Pick-Up and Delivery Local Area Supplement.

Within six (6) months of ratification, the employer will discontinue the use of subcontractors to perform the current **push back operation**. Furthermore, bargaining unit employees will be assigned to perform the work formerly performed by the current subcontractor or non-bargaining unit personnel. T/A

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/Re-Weigh functions that remain within the jurisdiction, for example processing non-conveyable material, will be performed by bargaining unit personnel. Further, the discontinuation of the DIM/Re-Weigh functions by bargaining unit personnel will not result in any layoff. T/A

ARTICLE 23. ABSENCE
[NO CHANGE]

ARTICLE 24. SENIORITY

Section 1.

Seniority rights for employees shall prevail.

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

(b) CASUAL EMPLOYEE- A casual employee is one who is not on the regular seniority list and may be used to replace regular employees who are off due to illness, vacation, or other absence or may be used as a supplement to the regular work force. Casual employees shall not have seniority status, nor shall they be discriminated against for future employment. T/A

1. 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 (except during October 1 through December 31), 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 in the event of disciplinary action. T/A

Section 2. Probationary Employees

A probationary employee who is terminated during the probationary period and is worked two (2) or more days at any time within the next twelve (12) months at the Employer's location within the jurisdiction of the Local Union shall be added to the seniority list with a seniority date as of the first day the probationary employee is again worked. **The Local Union shall be advised by the Employer about all probationary employees and must further be notified in writing about the termination of any probationary employee. The Employer shall work probationary employees in the order in which they made probationary status.** T/A

Section 3.

Any employee on the seniority list who is absent because of illness or injury shall continue to accrue seniority during such absence for the purpose of determining his place on the seniority list. However, upon being able to return to work, he shall immediately inform the Employer of his return date.

One steward shall be granted super-seniority for layoff and recall. Any additional application of super-seniority for stewards must be justified as being directly related to the proper performance of the steward duties as steward and permitted by applicable law.

Any regular employee who has an established starting time and who is eligible for work by an Employer and/or having acquired seniority shall not work for any other Employer without prior approval of his own Employer, and if so found to be working, shall first be given a warning notice and shall be discharged for the second offense. This provision will only apply to an employee bidding a route regulated by DOT hours of work restrictions who also works another job that is also covered by DOT hours of work restrictions.

Employees who do not have an established starting time shall make themselves available to the Employer each day before accepting employment elsewhere. In each terminal the Union and the Employer shall establish procedures as to how and at what time each day non-starting time men shall be told if there is work available for them that day. **The current practice at the PHL station is that non-bid employees shall make themselves available for dispatch until 0930 unless mutually agreed to by the Union and the Employer.** T/A

Section 4.

All regular runs, positions, starting times, classifications and shifts are subject to seniority and shall be posted for bids for a period of not less than seven (7) calendar days. The Employer shall not post starting times, which are less than thirty (30)

minutes apart. Posting shall be in a conspicuous place so that all eligible employees will receive notice of a vacancy, run or position open for bid, and such posting of bids shall be made not more than twice each calendar year. **Such bids shall be posted February 1st and shall be implemented no later than March 1st unless mutually agreed to by the Union and the Employer.** Vacancies, new runs, new positions shall be posted for bid immediately, unless otherwise mutually agreed upon. Peddle runs shall be subject to bidding provided driver is qualified. T/A

All starting times, routes and classifications for employees shall be posted for bids and qualified employees, in seniority order, shall bid on such starting times and classifications. For the purpose of employees signing in seniority order, the steward may assist the Company in the bidding procedure. All posting shall be at a conspicuous place so that all eligible employees will receive notice of the vacancy or starting time bid. Such posting of bids shall be made not more than twice each calendar year.

The Union will notify the Company when it determines that the adjusting and/or changing of routes results in the structure of the bid being changed. At the Union's request, the Company will explain why the particular route(s) were adjusted and the shipments removed. To the extent that the adjustments result in frequent disparity of such work opportunities, the Company will agree to meet with the Union to resolve the particular issue. T/A

If a bid is being materially changed, the employer shall adjust the bid to reflect the change and allow said bid to be posted for a re-bid. Any violations of this provision shall be subject to the grievance procedure. T/A

It is understood that any layoff will be in seniority order. If work develops and such laid off employee: (a) is called in less than two (2) hours prior to his bid starting time, he shall receive overtime until his regular bid starting time provided the employee finishes his regular shift, or (b) is called in less than two (2) hours after his regular bid starting time, he shall be paid from his regular bid starting time.

Full time seniority employees who are laid off shall be afforded the opportunity, in seniority order, to work ahead of casual employees. Further, full-time employees on lay-off may bump more junior part-time employees and permanently fill one (1) or two (2) part-time shifts. Employees will perform such work at their current rate of pay and benefits. The order of call shall remain in effect as currently practiced in the MOU.

If an employee is required to report for work before his regular starting time, he shall be paid for such period at the overtime rate applicable for that day. When an employee is called in earlier than their bid start time the employee must complete their regular bid time to qualify for the up front overtime.

Where the starting time of an entire shift is to be changed, one- (1) weeks notice shall be given except in the event of

an act of god. Start times of less than an entire shift must be handled through the normal bidding process. T/A

Section 5. [NO CHANGE]

Section 6.

Notwithstanding the provisions set forth in Article 10, Job Bidding and Filling of Vacancies in the Pick-Up and Delivery Operational Supplement, the parties agree to include the following in this Area Supplement:

The Employer shall post for bid all available full-time courier and driver positions. Eighty-five percent (85%) of such posted positions shall be posted as routes, including geographical descriptions (rough boundaries) and normal workdays. The remaining fifteen percent (15%) bid positions shall be posted as Cover Driver bids. Cover Driver employees will be subject to all terms and conditions of the Cover Driver non-guaranteed bid position. It is agreed that the forty (40) hour workweek need not apply to Cover Driver employees, other than red-circle employees.

If a full-time employee's assigned route is permanently changed by forty percent (40%) or more of its delivery stops, the employee shall have the right to exercise terminal seniority to bid for and bump into a desired route, and employees affected by such bumping shall also have the right to utilize seniority to bid for a desired route.

If an employee bids for an "overtime route" and the Employer later restructures the overtime route so that the route no longer regularly involves the performance of over two (2) hours overtime, the employee shall have the right to exercise terminal seniority to bid for and bump into another desired route, and employees affected by such bumping shall also have the right to utilize seniority to bid for a desired route.

After bidding the first 85% per station as required in the contract, the Employer may add up to two (2) supplemental training routes per station. These routes may be assigned to newly hired employees for a maximum of twenty (20) working days per new employee. The routes will not exceed eight (8) hours per day. In the event that a training route is not to be performed by a new hire for training purposes, it will be filled by an unassigned Cover Driver in order of seniority. Further, a training route will not be assigned to a new hire while a full-time employee is on layoff.

All vacancies from a bid position of the entire workweek (i.e., full-week vacations, long-term disability, full-week leaves of absence) shall be replaced by the equivalent number of employees at that location by the preceding Friday. All weekly and daily vacancies and bids shall be offered in seniority order.

The Company has the ability to increase full-time staffing by 15% by location on the first day of the workweek without triggering a 40-hour guarantee. **(This provision shall expire and be null and void two years following the ratification of this Agreement.)** However, if the Company increases staffing

beyond the number of bid shifts at a location on any other day, the 40-hour guarantee shall apply to the most senior laid off employee called in for that shift. The Employer shall inform the employee at the time the work opportunity is offered whether he is being offered a weekly or daily work opportunity. T/A

Section 7. [NO CHANGE]

Section 8. Excessive Overtime

The Union shall have the right to file a grievance against the Employer for consistently insisting that an employee work more than two (2) hours above the daily guarantee. This provision shall not apply during peak season from October 1st – December 31st. T/A

ARTICLE 25. GRIEVANCE MACHINERY

The parties will utilize a state panel at Step 3 under the National Grievance procedure set forth in Article 7 of the National Master DHL Agreement. The procedure will be as follows.

Section 1. [NO CHANGE]

Section 2. [NO CHANGE]

Section 3. Joint Area State Committee

This section applies to grievances and discipline filed or issued under the DHL Philadelphia Area Pick-Up and Delivery Area Supplement.

The Employer and the Union shall together create a permanent Joint Area State Committee which shall consist of an equal number of representatives appointed by the Employer and by the Unions (Locals 107 and 326) or a panel thereof. This Joint Area State Committee shall meet at established times and at a mutually convenient location. The Joint Area State Committee shall at its first meeting formulate rules of procedure to govern the conduct of its proceedings.

The requirements of this Article 25 and with Article 26 and Rules and Regulations Side Letter that, the Joint Area State Committee hold a hearing within ten (10) working days from receipt of written notice of appeal from discharge may be extended by mutual agreement of the Union Co-Secretary and the Employer Co-Secretary of the Joint Area State Committee.

Failure of the Co-Secretaries to schedule a Joint Area State Committee hearing within ten (10) working days from receipt of the pre-hearing information form shall not affect the timeliness of the grievance and shall not be defense of the Employer or the Union to prevent the holding of such hearing.

Where the Joint Area State Committee is unable to agree or come to a decision on a case, it shall be appealed to the Appropriate Regional Joint Area Committee at the next regularly constituted session.

Any discharge of an employee that is not resolved at the Joint Area State Committee will be submitted to the Regional Joint Area Committee. However, discharges for a cardinal offense will be submitted to local, expedited arbitration. The Employer and the Union will establish and memorialize the process, rules and procedures for arbitration. T/A

ARTICLE 26. DISCHARGE OR SUSPENSION
[NO CHANGE]

ARTICLE 27. MEAL PERIOD

Section 1.

Employees shall, except by mutual agreement, take at least one (1) continuous period for meals but not less than thirty (30) minutes nor more than one (1) hour in any one (1) day. Except by mutual agreement the meal period must be started and completed during the fourth and ~~five~~**sixth hours** after an employee starts his tour of duty. For example: an employee who begins work at 8:00 a.m. shall not be required to begin his meal period before 12:00 noon. He may not be required to take any part of his meal period after 2:00 p.m. Housekeeping T/A

Meal period shall not be compulsory at stops where driver is responsible for equipment or cargo, nor shall meal period be compulsory when or where there is no accessible eating place.

Section 2. thru 5. [NO CHANGE]

ARTICLE 28. SAFETY VIOLATIONS
[NO CHANGE]

ARTICLE 29. PAY PERIOD
[NO CHANGE]

ARTICLE 30. PAID-FOR TIME

Section 1. General [NO CHANGE]

Section 2. Funeral Leave [NO CHANGE]

Section 3. Sick Leave

This Agreement shall provide for five (5) days of sick leave per contract year. Employees who otherwise qualify for sick leave as provided for in Article 24 of the National Agreement and Article 12 of the Pick-Up and Delivery Operational Supplement, having worked or been paid for thirty (30) days in a contract year, may take any unused sick leave as a personal holiday with forty-eight (48) hours notice to and subject to the approval of the Employer, unless otherwise mutually agreed to. The Employer shall respond to such notice within twenty-four (24) hours. Failure to respond to such notice shall be deemed as approval by the Employer. Employees shall be paid sick days when they miss a scheduled day off.

Section 4. Sick Leave Payout

All unused sick leave shall be paid out upon retirement and must be paid to the employee the payroll period following notification of such separation. Failure to payout such leave, the Employer will pay as liquidated damages eight- (8) hours for each day the employee has not received such pay. All other payouts of sick leave shall remain in effect as previously practiced. T/A

Section 5. Sick Leave New Employees

New employees shall receive sick leave upon making seniority as a regular employee. Sick leave shall be granted by the following schedule. T/A

Seniority Date	Amount of Sick Days
April 1 – June 30	Five (5) Days of Sick Leave
July 1 – September 30	Four (4) Days of Sick Leave
October 1 – December 31	Three (3) Days of Sick Leave
January 1 – February 28	Two (2) Days of Sick Leave
March 1 – March 31	Zero (0) Days of Sick Leave

Section 6. FMLA

All employees with approved FMLA leave will have the option to use unpaid time off, sick time, or other PTO leave. Sick time paid or used under an approved FMLA absence shall not count towards discipline. T/A

*See Economics for Part-Time Sick Leave

ARTICLE 31. LOCAL AREA OPERATIONS

Section 1. General Increase Full-Time

See Economics

Add New:

If an employee operates any class A motor vehicle for any part of his/her shift, they shall receive an additional Class A hourly increase of \$0.75 per hour for their entire shift. T/A

Section 2. General Wage Increases Part-Time (out of progression)

The following increases for part-time employees on the seniority list who have completed the new-hire progression of this Area Supplement shall take effect on the dates shown:

See Economics

Section 3. Part-Time Employees Currently in Progression or Hired After April 1, 2017 T/A

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

The above-listed wage increases do not include any cost of living allowance pursuant to Article 21, Section 2 (“Wages-COLA”) of the DHL-Teamsters National Agreement, which shall be calculated according to that article and section each year and added to the then-effective wage rates as appropriate.

Section 4. General Wage Scale – Casuals [NO CHANGE]

Section 5. Weekend/Holidays

Except for regularly bidded shifts, all work on weekends or work on holidays must be offered in straight seniority order to full-time employees before part-time employees may be utilized. T/A

Dock / Counter

The customer counter work shall be performed by a full-time employee of the bargaining unit. Additionally, the Company will maintain at least two full-time dock positions at the Philadelphia station. T/A

Section 6. Pay in Higher Classifications [NO CHANGE]

Section 7. Saturday Work

Full-time employees assigned to work on Saturday shall be paid eight (8) hours at one and one half (1-1/2) times the straight time hourly rate except as outlined in Article 14 of the Pick Up and Delivery Operational Supplement. T/A

Section 8. Sunday Work

Full-time employees assigned to work on Sunday shall be paid eight (8) hours at two (2) times the straight time hourly rate except as outlined in Article 14 of the Pick Up and Delivery Operational Supplement. T/A

ARTICLE 32. VACATIONS

Section 1. [NO CHANGE]

Section 2.

The Employer shall have the right to schedule the number of men in each classification who shall receive vacations at a particular time. Employees within a particular classification must select their vacations according to their seniority, unless otherwise mutually agreed to by the Union and the Employer. The vacation period of each qualified employee shall be set with due regard to the desire, seniority and preference of the employees, consistent with the efficient operation of the Employer’s business. Subject to the other provisions of this paragraph, vacations shall be scheduled at any time during the ~~twelve~~ eleven (11) months following the anniversary date on which the employee qualifies for such vacation. T/A

A minimum of fifteen percent (15%) of the total number of employees by classification shall be permitted to go on vacation each week. (Example 3.5=4)

As to a man eligible for a 4th and/or 5th week(s) vacation the Employer shall have the option, after working same out with the Union, of paying the man or having him take the 4th and/or 5th week(s) off. Where he takes the 4th and/or 5th week(s) off, the 4th and/or 5th week(s) vacation need not be consecutive. When the man works the 4th and/or 5th week(s), the man shall receive his vacation pay plus pay for time worked. The fourth and/or fifth week(s) of vacation may be taken as individual days, however, the employee must select to do so at the time the vacations are selected. **Twenty-Four (24) hours** ~~notice~~ notice must be given by the employee when selecting individual days with the Employer having the right to schedule according to business demands. T/A

Vacations may be taken in consecutive weeks provided, however, that as to any employee who is entitled to more than two (2) weeks vacation, the Employer may schedule the weeks in excess of two (2) separate from the other weeks of vacation.

If, in the future, the Employer and Union agree that a manpower shortage has developed, an employee may be required to work during the vacation period, but in such event he shall receive in addition to his earnings for that week the pay to which he would have been entitled had he been on vacation.

If an employee’s vacation falls in a week in which a holiday recognized by this Agreement falls, the employee shall receive an additional day’s pay at the straight time rate in lieu thereof.

Section 4. & 5. [NO CHANGE]

***See Economics for Part-Time Vacations**

ARTICLE 33. HOLIDAYS [NO CHANGE]

***See Economics for Part-Time Vacations**

ARTICLE 34: HEALTH AND WELFARE AND LIFE INSURANCE

The provisions of Article 34 will apply to part-time employees on the seniority list as of **the date of ratification** ~~June 26, 2008~~ and all full-time employees. See Side Letter for part-time employees Health and Welfare Benefits under this section.

Section 1.

See Economics

Section 2.

See Economics

Section 3. thru Section 11. [NO CHANGE]

ARTICLE 35. PENSION

The provisions of Article 35 will apply to part-time employees and all full-time employees. T/A

Section 1.

See Economics

Section 2.

See Economics

Section 3. thru Section 10. [NO CHANGE]

ARTICLE 36: TERM OF AGREEMENT

The term of this Local Rider is subject to and controlled by all of the provisions of Article 27 of the National Agreement ("Duration") between the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this _____ day of _____.

COMPANY

UNION