

# SUMMARY OF TENTATIVE LOCAL 317 COURIER LOCAL RIDER

For the Period of  
~~January 26, 2020~~ April 1, 2022 Through ~~March 31, 2022~~ March 31, 2026

## ARTICLE 1. SCOPE OF AGREEMENT

This Agreement is entered into by and between DHL EXPRESS (USA), INC. (hereinafter the “Company”, “Employer” or “DHL”), the Teamsters DHL National Negotiating Committee (“TDHLNNC”), and LOCAL UNION 317, affiliated with THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS (hereinafter “Union” or “Local 317”). 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 Pickup and Delivery Operational Supplement where applicable, hereinafter referred to as the “PUDOS,” for the period commencing April 1, 2013~~22~~ through March 31, 2017~~26~~. Except as expressly provided in this Local Rider, the provisions of the PUDOS shall apply to all Courier employees.

This Local Rider shall not become effective unless and until it is ratified by the Employer’s Courier and Office Clerical employees who shall vote as one consolidated group for purposes of ratification of the National Agreement, applicable operational supplements and this Local Rider, who are represented by Local 317 and is 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).

Once this Local Rider becomes effective, it (together with the National Agreement, the PUDOS and the OCOS) shall supersede, cancel and replace in its entirety the pre-

existing collective bargaining agreements between the parties for the affected courier employees represented by Local Union 317.

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 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 ~~29 Corporate Circle, East Syracuse, NY 13057~~).

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.

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

## ARTICLE 3. MANAGEMENT RIGHTS

The company shall have and maintain the right to manage the business, including, but not limited to: the right to control and supervise all operations and direct all working forces; to maintain discipline among

employees; to determine and change from time to time the methods, means,

and working procedures to be used; to hire, promote, assign and transfer employees; to establish, enforce and change company rules and regulations; to increase or decrease the number of employees; to assign work and duties to any employee in accordance with the company's determination of the needs of the service; to set and maintain standards of work and production; to lay off employees; to suspend, discipline or discharge for cause (probationary and casual employees without cause); to expand or curtail its operations; to close or discontinue its operations; or any part thereof, provided, however, the effects of closure on employees will be negotiated with the union; and to determine all other matters not specifically provided for herein.

#### **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.

##### **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. Courier Saturday Bid**

The first six (6) scheduled courier shifts on a Saturday, for the life of the agreement, shall be offered as a sixth (6th) day of work at time and one half (1 1/2) by seniority.

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

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

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.

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

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.

##### **Section 1. Part-Time Personnel**

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. The Company shall not hire any part-time employees while full-time employees are on layoff status.

## **Section 2. Driver Order of Call**

The order of call for covering vacations or shifts vacated temporarily because of workers' compensation or disability will be:

P.M. Full-time Couriers

Part-time Couriers

10%-ers, as defined in Pickup Delivery

Supplement, Article 10, Section 1

Employees working 4 X 10 as defined in Article 7, Section 2B on non-scheduled day

Part-time Couriers

Casual employees

Full-time Couriers will be afforded the opportunity to cover a route on a shift they were unable to obtain during the bid process, excluding lateral moves.

## **ARTICLE 6. SICK LEAVE/ROVING HOLIDAYS**

The Union and the Employer agree that this Article of the collective bargaining agreement provides paid time off comparable to or in excess of the New York State Paid Sick Leave Law (N.Y. LAB §196-B, as well as any forthcoming implementing rules and regulations) (together "NYS Paid Sick Leave Law").

Full-Time employees shall receive sick leave/roving holidays based on one (1) day for each sixtythirty (6030) 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.

The employer shall provide a sick leave/roving holiday-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 day/roving holiday.

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.

~~Part-time employees employed on or before June 6, 2008 will receive five (5) days each year paid at five (5) hours per day.~~

Part-time and Casual employees will receive sick leave consistent with New York State Law and accrue 1 hour of sick leave for every 30 hours worked capped at 56 hours annual.

All regular employees will receive a roving holiday for their birthday.

## **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, and worked Monday through Friday.

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, the greater of the two shall prevail.

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.

10%-ers, as defined in the Pickup Delivery Supplement, Article 10, Section 1, only need to be available up until forty-five minutes in advance of the final shift start time per day.

### **B. 4 X 10 Schedules**

The Company may establish Monday through Friday bid schedules for four (4) days per week at ten (10) hours per day, referred to as a 4 X 10 bids.

**Sick Leave.** Employees on 4 X 10 bids shall receive the number of sick days per year set forth in Article 6. Sick leave shall be paid at eight (8) hours per day at the regular wage rate, provided that if the employee has not otherwise broken his or her weekly guarantee, he or she shall receive pay for a minimum of forty (40) hours for the workweek (inclusive of any daily overtime worked).

**Holidays.** For the holidays set forth in Article 9, employees on 4 X 10 bids shall be paid holiday pay at (ten) 10 hours per day at the regular wage rate if the holiday is observed on the employee's scheduled workday, and eight (8) hours per day at the regular wage rate if the holiday is observed on the employee's non-scheduled workday.

**Work on Non-Scheduled Day.** Employees working on 4 X 10 bids shall be paid at 1.5 times the regular wage rate for all hours worked on a non-scheduled workday.

**Overtime, 6th Day Pay and 7th Day Pay.**

Overtime for employees working four (4) days a week at ten (10) hours per day is to be paid at 1.5 times the regular wage rate for hours worked in excess of ten (10) hours per day or forty (40) hours per week. Overtime in excess of twelve (12) hours per day will be paid at 2 times the regular wage rate. All work performed on the 5th day of any workweek shall be paid at 1.5 times the regular wage rate. All work on the 6th day and 7th day of the workweek shall be paid at 2 times the regular wage rate.

### **BC. Part-time employees**

All part-time employees employed by the Company on the date of June 6, 2008 (grandfathered part-timers) of this Local Rider shall be guaranteed twenty-five (25) hours per week and five (5) hours per day.

### **Section 3. Call-in Time**

All employees shall have a set reporting time for duty and, in the event of any change in starting time, the employee shall be given three (3) days' notice, except in cases of Acts of God or delayed aircraft resulting from an Act of God. Any abuse of starting time shall be subject to the grievance procedure. The Union shall be notified, in writing, when an employer changes starting time.

If called and not put to work, regular employees shall be guaranteed eight (8) hours' work or pay and part-time employees shall be guaranteed five (5) hours work or pay.

### **Section 4. Layoff Notice**

In the event of a layoff of regular employees, the employer must give the employee being laid off a minimum of seventy-two (72) hours' notice prior to the beginning of the week, or three (3) days' salary. A copy of the

layoff notice will be mailed to the union office.

### **Section 5. Acts of God / Delayed Aircraft Resulting from an Act of God**

In the event there is an Act of God or any delay resulting from an Act of God, the following procedures will be followed or guarantee broken as follows:

- [A] In the event the employer is able to notify the employee not to report, the employee shall be paid a minimum of two (2) hours as reporting time, after a six (6) hour cancellation.
- [B] In the event the employee is not notified and does report for work, the employee shall receive his/her daily guarantee.
- [C] In the event the employer attempts to notify the employee and is unable to do so, and the employee does not report, no guarantee shall apply.
- [D] Shift times will be adjusted to meet the arrival of the work for a period of up to six (6) hours.
- [E] If and when freight does arrive, the company has the right to call employees to fill a modified work opportunity. This shall be done by seniority and employees shall receive pay only for hours worked, with a minimum of five (5) hours pay.

[F] If an insufficient number of employees volunteer, after they have been notified not to report, then the assignment shall be made in reverse seniority order.

In the event there is a dispute as to whether or not an Act of God occurred, said dispute shall be resolved by reference to the grievance procedure.

### **ARTICLE 8. LUNCH PERIOD**

All employees shall be entitled to thirty (30) minutes for lunch. No employee shall go to lunch before he/she has worked four (4) hours nor after six (6) hours. No employee shall be paid for his/her lunch unless instructed to work through his lunch by the employer.

In the case where a part-timer is held for over eight (8) hours, he shall be afforded a thirty (30) minute unpaid break.

### **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

MARTIN LUTHER KING, JR. 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 1/2) 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 employees ordered to work on a Sunday shall be paid at the rate of time and one-half (1 1/2). All work performed on a holiday shall be paid at the rate of time and one-half (1 1/2) 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.

There shall be seven (7) additional holidays, known as Roving Holidays, each calendar year, to be mutually agreed upon between the employer and the individual employee. A new full-time employee must work at least ninety (90) days in order to qualify for the first roving holiday and must work an additional ninety (90) days in order to qualify for the second roving holiday. Roving holidays shall be paid out at the employees daily straight time guarantee. In order to receive the Roving Holidays set forth in this paragraph, the employee must have worked

at least ninety (90) days in the prior calendar year and must work at least five (5) days in the current calendar year. Unused Roving Holidays shall be paid out at the end of the calendar year.

### **Section 2.**

Casual employees shall not be paid for holidays if they do not work; if they do work, they shall be paid straight-time for all hours worked, and shall be guaranteed a minimum of eight (8) hours work or pay.

### **Section 3.**

Regular employees are entitled to holiday pay if the holiday falls within the first thirty (30) days of absence due to illness, non-occupational injury or within the first six (6) months of absence due to occupational injury, or during a period of permissible absence. This does not apply to employees taking a leave of absence for full-time employment with the union.

### **Section 4.**

If any holiday falls within the thirty (30) day period following an eligible employee's layoff due to lack of work, and such employee is also recalled to work during the same thirty (30) day period, but did not receive any holiday pay, then in such case he shall receive an extra day's pay for each holiday in the week in which he returns to work. Said extra day's pay shall be equivalent to eight (8) hours at the straight-time hourly rate of pay specified in this contract for fulltime employees and five (5) hours for part-time employees. An employee who was laid off because of lack of work and is not recalled to work within the aforementioned thirty (30) day period, is not entitled to extra pay upon his return. Under no circumstances shall the extra pay referred to herein be construed to be holiday pay, nor

shall it be considered as hours worked for weekly overtime.

### **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.

## **ARTICLE 10. ELIGIBILITY REQUIREMENTS FOR HOLIDAY PAY**

Notwithstanding the provisions of Article 15 of the PUDOS and Article 14 of the OCOS ("Eligibility Requirements for Holiday Pay"), the parties agree that to be eligible for holiday pay, an employee must work his/her regularly scheduled work day immediately preceding the recognized holiday and his/her regularly scheduled work day immediately following the holiday, in addition to the holiday when scheduled as part of the duty shift, except for absences permitted by the PUDOS or the OCOS. For purposes of this provision, "work" means working the entire shift from start to end.

## **ARTICLE 11. DISCIPLINE AND DISCHARGE**

### **Section 1. Discipline**

**A. Just Cause Standard/Progressive Discipline.** The Employer shall not discharge, suspend or take any other disciplinary action against any non-probationary employee, excluding casuals, without just cause. With respect to discharge or suspension, the Employer shall give at least one (1) advance warning notice of the complaint(s) (of a like nature) against the employee to the employee in writing by personal delivery and/or certified mail (return receipt requested) with a copy of same to the Local Union. An employee shall not receive multiple warning letters for a single incident.

**B. Cardinal Infractions.** ~~No warning notices are necessary for those cardinal infractions set forth in the current supplements to the 2003 National Master Freight Agreement as applied to each Local Union covered by this Local Rider (see Addendum).~~

The Employer shall not discharge or suspend any employee without just cause, but in respect to discharge or suspension shall give at least one (1) warning notice of the complaint against such employee to the employee, (in writing), and a copy to the Union affected, except that no warning notice need be given to an employee before the employee is discharged if the cause for such discharge is one of the following:

1. Dishonesty
2. Drunkenness (including the illegal use of drugs)
3. Recklessness resulting in serious accident while on duty
4. Carrying of unauthorized passengers while on the job.
5. Proven theft.
6. Drinking alcoholic beverages, (on Company time) or while under the influence of alcoholic beverages or narcotics.
7. The use of narcotics (as described in the Federal Pure Food and Drug Act), barbiturates, or amphetamines.
8. The possession of narcotics named above, during a tour of duty.

9. Refusal to submit to testing as prescribed in Article 23 of the National Agreement (“Special Licenses and Drug/Alcohol Testing”).
10. Failure to report an accident.
11. Unprovoked assault on any person on Company property.
12. Willful abuse of Company equipment.
13. A direct refusal to obey instructions from an authorized management employee which are not in violation of this Agreement.

**C. Survival of Prior Disciplinary Action for Future Use in Progressive Discipline.**

The warning notice(s) or suspensions as provided herein shall not remain in effect to support further progressive disciplinary action for a period of more than nine (9) months. All warning notices, discharges, suspensions or other disciplinary action shall be confirmed in writing to the employee and Union.

**D. Deadline for Filing a Grievance Protesting Disciplinary Action.**

Appeal from a discharge, suspension or written warning notice must be taken within ten (10) calendar (exclusive of weekends and those holidays designated in this Agreement) days of the employee’s receipt of notice of same.

**E.** The Employer must issue all discipline within ten (10) calendar days of knowledge, with the exception of issuing a letter of investigation for accidents or alleged unlawful harassment. Letters of investigation cannot exceed thirty (30) days, with the Employer having the right to one (1) written thirty (30) day extension.



## **Section 2. Investigatory Interviews of Unit Employees by Management and Supervision**

In the event an employee is required to attend an investigatory interview with a supervisor or other management official which he/she reasonably believes will result in disciplinary action, any readily available Local Union steward employed at the Employer's facility or another bargaining unit employee designated by the employee and who is available at the time of the meeting shall be present and participate at such investigatory interview, unless waived by the employee in writing.

## **Section 3. Video Cameras**

The Employer may not use video cameras to discipline or discharge an employee for reasons other than theft of property or physical violence. If the information on the video tape is to be used to discipline or discharge an employee, the Employer must provide the Local Union, prior to the hearing, an opportunity to review the video tape used by the Employer to support the discipline or discharge.

The Employer shall not install or use video cameras in areas of the Employer's premises that violate the employee's right to privacy such as in bathrooms or places where employees change clothing or provide drug or alcohol testing specimens.

## **Section 4. Use of Other Devices to Monitor Employee Work Activity**

Employees are provided by the Employer with an increasingly sophisticated set of equipment, vehicles and other devices with which to perform their job functions. Employees do not have any expectation of privacy with the regard to the use of such equipment, vehicles and other devices,

and the Employer may use information contained in or generated by such devices for appropriate disciplinary purposes. This information may include, but is not limited to, computer tracking devices in vehicles (commonly known as "Black Boxes"), information stored on computers, records from Company-issued cell phones and two-way radios, and information generated by GPS (Global Positioning System) Devices. However, the Employer may not use such devices as the sole basis for discipline.

## **Section 5. Polygraph Test**

No employee covered by this Agreement can be subjected to a polygraph test administered by the Employer or conducted on the Employer's behalf.

## **ARTICLE 12. GRIEVANCE PROCEDURE**

This provision replaces in its entirety the Grievance Procedure in Article 7 of the National Agreement for those operations covered by this Local Rider but only with respect to the discharge or suspension of bargaining unit members covered by this Local Rider.

The Union and the Company agree that there shall be no strike, lockout, tie-up or legal proceedings without first using all possible means of settlement, as provided for in this agreement, of any controversy which might arise.

The Employee must file such grievance or claim with the Union and Company within five (5) days of the alleged infraction or knowledge thereof.

Disputes shall be first taken up between the Company and the Union. Failing adjustment by these parties, the following procedure shall then apply:

The Union and the Company shall select and name an Impartial Chairman to whom they shall submit disputes for final and binding resolution. The Impartial Chairman may render a decision that he/she deems fair and just. At no time, however, can the Impartial Chairman add to or delete from the express terms of the Local Rider.

The procedures set forth herein may be invoked only by the authorized Union representative or the Company.

Refusal of either party to submit to or appear at the arbitration proceeding, or failure to comply with any final decision, either party shall be permitted all legal or economic recourse. The fees of the impartial chairman shall be paid by the losing party.

#### **ARTICLE 13. BEREAVEMENT LEAVE**

~~All bereavement leave need not be taken within seven (7) calendar days after the death, in the event of a death in the winter when burial has to be delayed because of freezing weather. In that instance, an employee may use one (1) day of bereavement leave to attend the burial when it takes place after the ground thaws. All other provisions of Article 25, Section 3 of the National~~

~~Agreement (“Bereavement Leave”) shall remain unchanged. Bereavement Leave shall only be available to part time employees employed on or before the date of June 6, 2008 or full-time employees.~~

#### **ARTICLE 13. LEAVES OF ABSENCE**

**Section 1. Bereavement Leave.** Non-probationary regular employees shall be granted up to three (3) days of paid leave at regular straight-time rates of pay as compensation for actual work days lost due to the death of a member of the employee’s “immediate family,” as defined herein,

provided that the employee attends the funeral or memorial service. One (1) day of paid leave at regular straight time rates of pay shall be provided for an actual work day lost to attend the funeral or memorial service for a member of the “extended family,” as defined herein.

“Immediate family,” as used herein, shall include: current spouse, domestic partner, mother, father, sister, brother, child, step-child (providing persons in such relationship were raised in the same home and have continued an active family relationship), mother-in-law, or father-in-law.

“Extended family,” as used herein, shall include step-parents, sister-in-law, brother-in-law, step-sisters, step-brothers, grandparents, grandchildren, step-grandparents, step-grandchildren and legal guardian relationships.

All such bereavement leave must be taken within seven (7) calendar days after the death, or it is waived. Should an employee require additional time off from work in connection with the death, the employee may request to use floating holidays or vacation time. Such requests shall not unreasonably be withheld.

A death certificate or other proof of death shall be submitted to the Employer, upon request.

An employee shall not be entitled to bereavement leave if, at the time of death, the employee is on a vacation, holiday, any other leave of absence, layoff, workers compensation or otherwise is not actively at work for the Employer.

**Section 2. Jury Duty Leave.** All regular employees called for jury duty will receive eight (8) hours pay at the applicable hourly wage for each day of jury duty to a

maximum of fifteen (15) days pay for each contract year.

When such employees report for jury service on a scheduled workday, they will not unreasonably be required to report for work that particular day.

Time spent on jury service will be considered time worked for purposes of Employer contributions to Health & Welfare and Pension plans, vacation eligibility and payment, holidays and seniority, in accordance with the applicable provisions of the Supplemental Agreements, Regional Supplements and Local Riders to a maximum of fifteen (15) days for each contract year.

## **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 up to one dollar (\$1.00) per hour per year per covered employee 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.

### **Section 2.**

Effective January 1, 2014~~23~~, and on January 1st of each subsequent contract year through January 1, 2016~~25~~, 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.

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.**

The employer agrees to sign the standard Fund participation agreement as required by the Fund Trustees.

## **ARTICLE 15. NYST CONFERENCE PENSION AND RETIREMENT FUND**

### **Section 1.**

Pursuant to Article 20, Section 1 of the DHL-Teamsters PUD Operational Supplement, and, the Employer will contribute up to one dollar (\$1.00) per hour per year per covered employee 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.

**Section 2.**

**Employees Hired prior to October 16th, 2000:**

Effective January 1, 2014~~23~~, contributions, including any contributions pursuant to Article 21, Section 1 of the DHL - Teamsters Pick-Up and Delivery Operational Supplement and Article 19, , must be made to the New York State Teamsters Conference Pension & Retirement Fund for each day or tour of duty either worked or compensated, up to a weekly maximum contribution, for each regular employee covered by this Local Rider who has been on the payroll thirty (30) days or more.

On January 1, 2014~~23~~ , and on January 1st of each subsequent contract year through January 1, 2016~~25~~, the daily and weekly contribution amounts shall be increased by the amount directed by the Area Co-Chairs pursuant to Article 21, Section 1 of the DHL - Teamsters PUD Operational Supplement and, subject to the contribution increase cap set forth in that article and section.

**Section 3.**

**Employees hired subsequent to October 16th, 2000:**

Effective August 1, 2013~~22~~, contributions, including any contributions pursuant to Article 21, Section 1 of the DHL - Teamsters PUD Supplement, must be made to the New York State Teamsters Conference Pension & Retirement Fund for each day or tour of duty either worked or compensated, up to a weekly maximum contribution, for each regular employee covered by this Local Rider who has been on the payroll thirty (30) days or more.

On August 1, 2013~~22~~, and on August 1st of each subsequent contract year through

August 1, 2016~~25~~, the daily and weekly contribution amounts shall be increased by the amount directed by the Area Co-Chairs pursuant to Article 21, Section 1 of the DHL - Teamsters PUD Operational Supplement, subject to the contribution increase cap set forth in that article and section.

**Section 4.**

The employer agrees to sign the standard Fund participation agreement as required by the Fund Trustees.

**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.

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 Colling.

The vacation period shall be from January 1st to December 31st, and the preferred vacation period shall be May 1st to October 1st. Seniority shall prevail at all times when selecting vacations. Vacation time shall be scheduled by April 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.

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.

**ARTICLE 17. WAGES**

**Section 1. Driver Increases**

Wage rates in effect for full-time employees will be increased as follows:

<u>Effective dates</u>	<u>Hourly Increase</u>
April 1, 2014	\$1.00
April 1, 2015	\$.60
April 1, 2016	\$.35
October 1, 2016	\$.25

<u>Effective dates</u>	<u>Hourly Increase</u>
<u>April 1, 2022</u>	<u>\$2.50 *</u>
<u>April 1, 2023</u>	<u>\$1.25</u>
<u>April 1, 2024</u>	<u>\$1.00</u>
<u>April 1, 2025</u>	<u>\$1.00</u>

\* Includes 2022 COLA

Part-time employees out of progression will receive the following increases to their current rates of pay as indicated:

<u>Effective dates</u>	<u>Hourly Increase</u>
April 1, 2014	\$.50
April 1, 2015	\$.30
April 1, 2016	\$.30

<u>Effective dates</u>	<u>Hourly Increase</u>
<u>April 1, 2022</u>	<u>\$1.58*</u>
<u>April 1, 2023</u>	<u>\$0.63</u>
<u>April 1, 2024</u>	<u>\$0.50</u>
<u>April 1, 2025</u>	<u>\$0.50</u>

\* Includes 2022 COLA

Part-time employees currently in progression or hired after April 1, 2013~~22~~ will receive the following rates of pay:

<del>Start Rate</del>	<del>\$11.25</del>
<del>12 mos</del>	<del>\$11.60</del>
<del>24 mos</del>	<del>\$11.95</del>
<del>36 mos</del>	<del>\$12.30</del>

**Non-Driving Rate**

<u>Start:</u>	<u>\$19.00</u>
<u>12 mos:</u>	<u>\$19.50</u>
<u>24 mos:</u>	<u>\$20.00</u>

**Driving Rate**

<u>Start:</u>	<u>\$21.00</u>
<u>12 mos:</u>	<u>\$21.50</u>
<u>24 mos:</u>	<u>\$22.00</u>

For part-timers hired after April 1, 2008 who perform any of the limited PM driving, the part-time rate shall be \$2.00 per hour more than the part-time non-driving rate. If they perform any driving duties any portion of the day, they shall receive this driver's rate for all time worked that day.

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 effective wage rates as appropriate, excluding the retroactive pay to July 1, 2007 for drivers, to which no COLA increase shall be added.

Casual employees shall receive eighty-five percent (85%) of the above-listed wage increases by classification, which shall take effect on the dates shown above.

## **ARTICLE 18. DURATION**

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.

# SUMMARY OF TENTATIVE LOCAL 317 COURIER LOCAL RIDER

For the Period of ~~January 26, 2020~~ April 1, 2022 Through ~~March 31, 2022~~ March 31, 2026

**Local 317 Courier Local Rider  
DHL Express (USA), Inc.**

David \_\_\_\_\_  
Artini, \_\_\_\_\_  
Labor Relations Manager

### ADDENDUM

**For the Period of April 1, 2022 through March 31, 2026**

~~The Employer shall not discharge or suspend any employee without just cause, but in respect to discharge or suspension shall give at least one (1) warning notice of the complaint against such employee to the employee, (in writing), and a copy to the Union affected, except that no warning notice need be given to an employee before the employee is discharged if the cause for such discharge is one of the following:~~

IN WITNESS WHEREOF, the parties have set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2022, to be effective April 1, 2022, except as to those areas where it has been otherwise agreed between the parties.

**LOCAL UNION NO. 317,  
INTERNATIONAL BROTHERHOOD  
OF TEAMSTERS**

1. \_\_\_\_\_ Dishonesty
2. \_\_\_\_\_ Drunkenness (including the illegal use of drugs)
3. \_\_\_\_\_ Recklessness resulting in serious accident while on duty
4. \_\_\_\_\_ Carrying of unauthorized passengers while on the job.
5. \_\_\_\_\_ Proven theft.
6. \_\_\_\_\_ Drinking alcoholic beverages, (on Company time) or while under the influence of alcoholic beverages or narcotics;
7. \_\_\_\_\_ The use of narcotics (as described in the Federal Pure Food and Drug Act);

**DHL  
EXPR  
ESS  
(USA),  
INC.**

Joseph \_\_\_\_\_  
Yates, \_\_\_\_\_  
Senior Director  
Labor Relations



~~barbiturates, or  
amphetamines.~~

- ~~8. The possession of narcotics named above, during a tour of duty.~~
- ~~9. Refusal to submit to testing as prescribed in Article 23 of the National Agreement ("Special Licenses and Drug/Alcohol Testing").~~

- ~~10. Failure to report an accident.~~
- ~~11. Unprovoked assault on any person on Company property.~~
- ~~12. Willful abuse of Company equipment.~~
- ~~13. A direct refusal to obey instructions from an authorized management employee which are not in violation of this Agreement.~~