

# SUMMARY OF TENTATIVE LOCAL 986 CLERICAL RIDER

For the Period of

~~January 26, 2020~~ April 1, 2022 Through ~~March 31, 2022~~ March 31, 2026

## PREAMBLE

This Agreement is entered into by and between DHL EXPRESS (USA), INC. (hereinafter the “Company”, “Employer” or “DHL”), the TEAMSTERS DHL NATIONAL NEGOTIATING COMMITTEE, and LOCAL UNION 986, which is an affiliate of THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS (hereinafter “Union” or “Local 986”). 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 Clerical Operational Supplement, hereinafter referred to as the “Operational Supplement”, for the period commencing ~~April 1, 2017~~ through ~~March 31, 2022~~. This Local Rider shall not become effective unless and until it is ratified by the Employer’s Clerical employees represented by Local 986 and approved in writing by the National Union Committee as provided in the National Agreement (Article 2, Scope of Agreement, Section 1, Scope and Approval of Local Supplements). T/A

Once this Local Rider becomes effective, it (together with the National Agreement and Operational Supplement) shall supersede, cancel and replace in its entirety the pre-existing collective bargaining agreement between the parties for the affected Clerical employees represented by Local 986.

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.

*No Change for Articles 21, 22, 23, 24, 25 and 26.[TA]*

*The Parties agree to No Change for Appendices A – E, other than incorporation of the National Economic TA.[TA]*

*TA Article 28 with no changes with the exception of additional language to be provided by the Company regarding breaks.*

## ARTICLE 27. JOB BIDDING[TA]

Upon ratification of this Agreement, there shall be two (2) master re-bids during the term of this Local Rider of all terminal facilities which will be awarded on seniority/qualification basis. The first such master re-bid will take place within thirty (30) days of ratification ~~of this agreement and the second will take place in January 2012.~~ *[TA]*

1. – 9. *[No Change - TA]*

10. Full-time jobs open for a period of over 30 calendar days due to absences, shall be put up for bid & awarded within five (5) days upon the Company being notified, first to full-time reduced cluster wide then to part-time employees of that office as a replacement shift and awarded by master seniority. Once the absent employee returns, all affected employees shall return to their regular shifts.*[TA]*

- a. Part-time employees replacing full-time employees shall receive the full-time hourly guarantee, and starting from the 31st workday, will receive the minimum full-time rate of pay.[TA]
- b. [No Change – TA]
- c. [No Change – TA]

~~hours in the p.m., or four (4) hours in the a.m. and four (4) hours in the p.m. Each full-time split-shift employee shall have a uniform start-time for each segment of his/her daily shift, which shall be posted and bid as such.[TA]~~

*Union to withdraw the Grievance in Case No. WRMS-14-21 (JWAC 01-22).[TA]*

**ARTICLE 29. ~~CLERICAL SPLIT SHIFT~~PART-TIME RATIO [TA]**

**ARTICLE 30. PART-TIME EMPLOYEES[TA]**

- 1. After the total number of regularly scheduled ~~twenty-five (25)~~20 hour guarantee part-time employees reaches a ratio of one ~~and one quarter~~(1/4) to one (1) versus the full-time 8 consecutive hour employees within the four (4) county area covered by this Local Rider, ~~the split shift program will be started.~~[TA]
- ~~2. After the above~~ and before another regularly scheduled part-timer can be hired, a full-time ~~or full-time split-shift~~ shall be posted for bid.[TA]
- ~~3~~2. This bid shall be offered to the senior qualified regularly scheduled part-time employee and on down the part-time seniority roster until accepted.
- ~~4. Part time Call In employees are not to be counted in the above application.~~[TA]
- ~~5. The workweek for full-time split shift employees shall be five (5) consecutive eight (8) hour days, consisting of two (2) shift segments of either five (5) hours in the a.m., and three (3) hours in the p.m., three (3) hours in the a.m. and five (5)~~

Recognizing that the Company has part-time personnel in its employ in classifications covered by this Agreement on the effective date of this Agreement, it is hereby understood and agreed:

~~1. Within the class of part time employees there shall be two categories, designated as regularly scheduled part time employees and on-call part time employees. These categories shall differ in the following respects:[TA]~~

~~a~~1. Regularly scheduled part-time employees shall be guaranteed five (5) ~~four~~five (45) hour days, as scheduled by the Company, with a guaranteed minimum of ~~twenty~~five (205) hours of work per week. Following the date of ratification, the Company will no longer utilize on-call part-time employees. [TA]

~~b. On-call part time employees shall be used for replacement of absences or to supplement the regular work force. Supplemental work is defined as work which due to its nature and inconsistency cannot be planned and subsequent bidding of shifts~~

~~cannot be obtained. (Examples: delays in the DHL system due to equipment mechanical failures or air traffic control or weather; seasonal increases in volume of work; unforeseen growth spikes due to new programs or customer base reaction to competitors) The total supplemental on-call part-time hours utilized within a center or station shall not exceed twenty three (23) percent of the total hours paid per week. [TA]~~

~~e. On-call part-time employees shall be guaranteed four (4) hours of work or pay, when called to work. [TA]~~

~~d. The Company will provide a list of On-call part-time and their respective classifications to the union every six (6) months. [TA]~~

2. The Company will not utilize part-time personnel to fill a full-time vacancy (temporarily or permanently) nor shall a full-time employee be displaced by virtue of the utilization of part-time personnel. Accordingly, the Company agrees that it will not regularly schedule part-time employees for a shift of eight (8) consecutive hours except when necessary to cover vacations, leaves, illnesses or other absenteeism.

The Company can utilize part-time personnel to fill full-time absences of less than thirty (30) calendar days using the following order of call:

a. Reduce full-time employees cluster wide.

b. Regularly scheduled part-time employees already working at the terminal and who were not previously offered/scheduled to work eight (8) hours during that day, in order of seniority.

~~e. On-call part-time employees [TA]~~

~~dc.~~ Regular full-time employee's in order of seniority.

~~ed.~~ Full time absences of over thirty (30) calendar days will be bid among full-time reduced then the part timers as per provisions of Article 27, Section 10 of this Local Rider.

~~43.~~ In the event there are worked more than six (6) consecutive part-time ~~man~~-hours per day by any individual, on any twenty (20) days during a period of four (4) consecutive weeks, the Company will establish a full-time position. This excludes work to cover absences caused by vacations, leaves, illnesses or other absenteeism. The Employer shall maintain a record of part-time ~~man~~-hours by names, time and date worked with a copy being furnished to the Union every four (4) weekson or before the 10<sup>th</sup> day of each calendar month. [TA]

~~54.~~ Part-time employees shall receive one (1) fifteen (15) minute paid coffee break per shift. If a part-time employee works a shift of more than six hours, the employee shall receive

a second fifteen (15) minute paid coffee break. [TA]

65. Regularly scheduled part-time employees shall receive six (6) paid sick days per year. On the employee's first anniversary date as a part-time employee he/she will be credited with paid sick time.

76. [TA - Parties to clean up language.]

8-10 [No Change – TA]

410. For the purpose of clarification the existing operational environment will be divided into two distinct periods, one of which will be the AM operation and the other the PM operation. With regard to regularly scheduled part-time employees start times and shift coverage; the Company will have the ability to designate ~~one~~both of the periods to have ~~five~~four (45) hour part time shifts in which the shifts may have multiple start times as long as the total coverage of the shifts combined does not exceed six (6) hours. ~~The second period will then have to be designated as the period which will have four (4) hour part time shifts with one uniform start time.~~ The company may not schedule part-time employees in back to back shifts within the same station. (A back-to-back shift will be any two shifts with less than a three (3) hour break.) In the case of the call centers, none of the above provisions apply and regularly scheduled part-time shifts may cover the full day of the call center operation and may have multiple start times.[TA]

*New Article re Subcontracting – withdrawn by Union.[TA]*

*Appendix F – Add The Company will treat converted vacation to sick leave in the same manner that it treats granted sick leave.* [TA]

*Side letter providing for four (4) additional sick days at their regular rate of pay to the following employees who have indicated that they were formerly paid ten (10) sick days as a full-time employee prior to 2009: Nancy Palomino, Joselito Arca, Dee Stratton and Amelia Almendarez.[TA]*

*Parties agree to the continuation of the May 18, 2021 MOU regarding Sunday work provided with the removal of the deletion and the replacement of thirty-one (31) with thirty-eight (38).[TA]*