

SUMMARY OF TENTATIVE LOCAL ~~455961~~ DOCK SHUTTLE LOCAL RIDER

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 ~~455961~~, affiliated with THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS (hereinafter "Union" or "Local ~~961455~~"⁴⁵). 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 Pick-up and Delivery Operational Supplement, hereinafter referred to as the "Operational Supplement", for the period commencing April 1, 201~~308~~ through March 31, 201~~73~~. This Local Rider shall not become effective unless and until it is ratified by the Employer's Dock-Shuttle employees represented by Local ~~961455~~ 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).

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 Dock -Shuttle employees represented by Local ~~961455~~.

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 22. EXPANSION OF OPERATIONS

- A. The parties agree that newly-established terminals and consolidation of terminals which are controlled and utilized as part of a current operation within the Denver Metro Area will be covered by this Local Rider. In connection with this section, and in recognition of the applicable requirements of this Local Rider, the term Denver Metro Area will refer to~~the following~~ that, all of which have historically been operated as sub segments of the Denver operation will be regarded as Denver spin-offs should new facilities be opened there: Grand Junction, Glenwood Springs, Aspen, Vail, Rifle, Steamboat Springs, Dillon, and Castle Rock.
- B. The following locations, not having historically been operated as sub segments of the Denver operation, will not be ~~regarded as Denver spin-off's~~ included in the Denver Metro Area should future facilities be opened

there: Pueblo, Canon City, Gunnison, Trinidad, Limon, La Junta, Alamosa, Burlington, Buena Vista, and Monument.

ARTICLE 23. PROBATIONARY EMPLOYEES [NO CHANGE]

ARTICLE 24. AIRPORT SECURITY [NO CHANGE]

ARTICLE 25. SENIORITY AND LOCAL WORK RULES

Section 1. Seniority

- A. Seniority rights shall prevail; provided however, that the senior employee is qualified to perform the duties of the position for which the person claims his/her seniority right.
- B. There shall be one master classification seniority list (defined as Dock-Shuttle employee seniority within the ~~Denver cluster~~ Denver Metro Area), for purposes of layoff and recall and for bidding both at the time of the general bids and for bidding new and/or vacated positions.

Change to classifications TBD.

Section 2. Layoff and Recall

- A. In the event of a reduction in the work force within the classification, the least senior employee within the affected classification shall be the first (1st) laid off and when recalling employees from layoff the last employee laid off shall be the first (1st) employee recalled. A laid off employee shall put in writing what terminals he/she chooses to work at on a replacement basis. Terminals chosen by the laid off employee and which need a replacement will make one (1) offer per day to that employee. Once an employee accepts work, he/she is obligated to fulfill said hours. The employee can work at only one (1) terminal per day.
- B. A laid off employee shall be given a written notice of recall by certified mail addressed to his/her last known address on file with the Employer, with a copy to the local Union. Such employee must respond to such notice within seven (7) days after the date of the postmark and actually report to work within seven (7) additional days. If an employee fails to comply with these recall provisions, he/she shall lose all seniority rights unless otherwise agreed to in writing on a case by case basis by the

Employer, the Local Union and the particular employee involved. The copy of the recall notice sent to the Local Union need not be sent by certified mail, and proof of mailing to the employee shall be sufficient to justify the loss of seniority if the employee fails to comply with these recall provisions.

- C. When the work force at any terminal is reduced or a bid position is abolished resulting in a layoff, the affected employee shall be allowed to exercise his/her seniority to bump into any position within his/her classification within the ~~Denver cluster~~ **Denver Metro Area** which he/she has the seniority and qualification to hold, provided the employee shall receive the rate of pay for the position bumped into. The lowest seniority person at that terminal may bid out to another location if there is any junior employee within their classification at any other terminal. If there is no junior person in their classification anywhere in the ~~Denver cluster~~ **Denver Metro Area**, the employee will go on layoff.
- D. In the event of a layoff, the Employer shall provide any affected employee (and any junior employee potentially affected by the resulting bump and roll process) with a list of junior employees by current bid shift(s). The Company shall also provide a copy of such lists to the Local Union ~~961455~~ Business Agent and stewards at each station. No fewer than forty-eight (48) hours after distribution of such lists, the Employer will establish and communicate assigned response times, individually set up for fifteen (15) minute intervals. At their designated time affected employees will communicate their bumping election to the Employer. Results will be posted the first working day following the conclusion of this process. Proxies may be given to the steward to be presented to management on behalf of an affected employee, if that employee knows that he/she will be unavailable during his/her assigned response time. Each employee is responsible for communicating his/her response at the assigned time. All bids will be effective the Monday following this process and will be final and binding pending any subsequently scheduled re-bid process.

Section 3. Posting of Seniority Lists [NO CHANGE]

Section 4. Bidding

- A. The Employer shall conduct semiannual general bids, which shall be posted January 15, and July 15, of each year and successful bidders shall be awarded their bids each respective first (1st) Monday in February and in August. Bid sheets shall be posted at each covered terminal and each bid position available at each terminal shall include the respective start times and work week. Bids will designate a general job description (by title and primary duties) and any special requirements. Prior to posting, all proposed bids must be reviewed with the Local Union ~~961455~~ Business Agent and Stewards at each station. Part-time employees may bid more than one part-time shift, only if such bidding does not result in the layoff of a less senior employee.

- B. When the semi-annual bid is conducted, it will be accomplished by assigned bid times, individually set up for fifteen (15) minute intervals. Each employee shall bid for their desired work shift at his/her assigned time. The assigned times will be posted on the first working day after January 1st and July 1st prior to the posting of the bids on January 15 and July 15th. Proxies may be given to the steward to be presented to Management on the bidder's behalf, if that employee knows in advance that he/she will be unavailable during his/her assigned window. Each employee is responsible for making his/her bid at the appropriate time. If an employee misses his/her bid window, the Employer may move on to the next assigned employee bid time. A "tardy bidder" who has not given a proxy to the steward and who did not contact the employer during his/her assigned bid window, may bid into any job still available when he/she contacts the employer. Once the semi-annual bid is complete, the Company will not change bids without seventy-two (72) hour notification to the Union as to the reason necessitating the change.
- C. Employees may bid on any position, for which they are currently qualified. (Example: Class A Driving bid, PM Clerical Shift, requiring Hazardous material inspection, etc.). Selection of bids will be made on seniority basis, among qualified employees.
- D. In the event that a bid requiring specific qualifications is not filled or remains open after all eligible employees have bid, employees not presently qualified for the bid position, may, in seniority order, bid on the open position, subject to the following in (i) and (ii).
- Successful bidders shall be given a minimum of 30 days probationary period in which to satisfy the requirements of the awarded position. The Union and Company may agree to extend the probationary period for subsequent thirty (30) calendar day periods, but no longer than 90 days in total.
 - An employee who fails to meet the requirements necessary to hold down the bid, shall be allowed to bump into any open position in his/her classification that his/her seniority and qualifications will allow.
- E. The company will have a minimum of three (3) Dock Shuttle employees at the ~~DVR-DEN~~ facility, Astar Haz Trained.
- F. The company will provide the required recurrent training for individuals who hold current certifications in Weight and Balance and Hazardous Materials Inspection, subject to the provisions of Article 26 of this Local Rider ("Pay for Training").
- G. If any present job position is vacated by retirement, resignation, or termination or an additional bid shift is created (meaning additional employee is needed) at any covered terminal, such position shall be immediately posted and any employee within the job classification at

all terminals shall be afforded the opportunity to bid. The successful bidder shall be informed of his award at the close of the bid, and the bid shall be effective a minimum of seven (7) days following the date the position was posted. The position vacated by that successful bidder will be filled internally at that facility.

H. In the event an existing bid is modified by anyone of the following, that bid shall be considered a new position and shall be posted and filled from within the ~~Denver Cluster~~**Denver Metro Area**. Employees shall have the ability to exercise master seniority where a re-bid in a station would cause a reduction in their hours. Any resulting bump and roll will be accomplished by assigned bid times, individually set up for fifteen (15) minute intervals. Each employee shall bid for their desired work shift at his/her assigned time. The assigned times will be posted by the Employer following any modification of an existing bid. Proxies may be given to the steward to be presented to Management on the bidder's behalf, if that employee knows in advance that he/she will be unavailable during his/her assigned window. Each employee is responsible for making his/her bid at the appropriate time. All bids will be effective the Monday following this process and will be final and binding pending any subsequently scheduled re-bid process.

1. Bid shift start time is changed by one and a half (1-1/2) hours or more.
2. The daily bid guarantee is either increased or decreased.
3. The scheduled work week and days off are changed.
4. A work week consisting of eight (8) consecutive hour days is modified to provide for split eight (8) hour days.
5. A work week consisting of split eight (8) hour days is changed to provide eight (8) consecutive hour days.
6. The combining of two part-time positions into a full-time position.

I. If new equipment or a new process is instituted or required, the company will provide proper training on company time.

J. The order of call set forth below is to be applied within the affected classification (Dock- Shuttle); provided however, employees shall be eligible to work over-time outside of his/her classification (Office Clerical) provided the employee has been previously qualified and had filed a written request of a desire to work this overtime. Opportunity to work overtime in another classification can not be offered until all employees within the affected classification have been offered the opportunity to accept this work as per Section 5 (b) of this Article.

K. In the event work opportunities are not filled in accordance with the orders of call set forth below, the least senior qualified employee may be forced to work the hours required.

L. When a bid position is temporarily vacated for a period of fourteen (14) days or more because of illness, injury, or any other authorized leave of absence such temporary vacancy shall be posted as a temporary hold down bid within that facility. Any subsequent bid positions vacated due to this hold down bid will be filled using the Replacement Order of Call delineated in Section 5 (b) of this Article.

M. When an employee domiciled at one terminal bids into a job opening at another terminal, he/she shall be dovetailed into the seniority list of the second terminal based on master classification seniority.

Section 5. Bid Shift Extensions and Replacement Shifts [NO CHANGE]

Section 6. Seniority Violation [NO CHANGE]

ARTICLE 26. PAY FOR TRAINING [NO CHANGE]

ARTICLE 27. GENERAL PROVISIONS

Note: TA to include language from both contracts regarding cross-utilization if riders are merged. Otherwise, no change.

ARTICLE 28. WORK WEEK AND GUARANTEES

Section 1. Work Day, Work Week

A. Full time employees shall be guaranteed five (5) consecutive eight (8) hour days, or four (4) consecutive ten (10) hour days per week, based on the bid shift. As specified in previous contracts, the four (4) forty (40) hour, straight time bid shifts in cartage will be maintained. These bids will consist of either five (5) consecutive eight (8) hour days or four (4) consecutive ten (10) hour days within the ~~Denver cluster~~**Denver Metro Area**. Emphasis shall be placed on maximizing the four (4) day ten (10) hour/day shifts wherever operationally possible. Part-time employees working on the dock shall be guaranteed a minimum work week totaling no less than fifteen (15) hours per week, made up of segments of not less than three (3) hours each to be scheduled on no more than five (5) days. Part-time shifts may be scheduled with non-consecutive work days. Part-time shifts will have a minimum of two (2) consecutive days off in a bid work week. All bid shifts will include Saturday, Sunday or both as a day off. Part-time shifts may include up to a maximum of four (4) different start times in the bid work week. Split shift start times will be considered two (2) separate start times. Split shifts may be full-time (8 hours) or part-time made up of segments of not less than three (3) hours. Employees holding bid jobs totaling eight (8) hours or less per day will be paid

overtime for any hours worked in excess of eight (8) hours. Employees holding bid jobs totaling more than eight (8) hours per day will be paid overtime for any hours worked in excess of their bid shift.

B. Any Part-time employee who is consistently worked more than thirty (30) minutes over the minimum shift guaranteed in his/her bid shift over a forty-five (45) day period (excluding the months of November and December) shall have his/her shift adjusted by adding one (1) hour to the shift. Such adjustment will be made without posting the shift for bid. The next general bid will reflect any such adjustments made between semiannual general bids, unless the reason for the adjustment was of a temporary nature and no longer exists. The phrase "consistently worked" is understood to mean in excess of 75% of the days worked in the forty-five (45) day period. Regular employees holding two (2) part-time shifts totaling eight (8) scheduled hours per day are excluded from this application.

C. The Union shall have the right to file a grievance against the Employer should it consistently insist that employees work more than ten (10) hours in a day.

Section 2. Holiday Week Guarantees [NO CHANGE]

Section 3. Rest Periods [NO CHANGE]

ARTICLE 29. PART-TIME AND CASUAL EMPLOYEES

Section 1. Part-Time [NO CHANGE]

Section 2. Casual Employees

Definition of Casual Employee:

A. A casual employee is an individual who is not on the regular seniority list and who is not serving a probationary period. A casual may be either a replacement casual or a supplemental casual as hereinafter provided. All casual employees shall specify in writing the terminal(s) in which the employee chooses to work. Once an employee accepts work he/she is obligated to fulfill said hours. The employee can only work at one (1) terminal per day.

Casuals shall not have seniority status, and Casuals shall not be discriminated against for future employment.

B. Replacement casuals may be utilized to replace a position open more than one (1) day due to illness, vacation or other absence, as delineated by the Order of Call in Article 25, Section 5 (b) of this Local Rider. When such an absence continues beyond thirty (30) consecutive days, a replacement casual shall not thereafter be used to fill such absence, unless the Employer and the Local Union mutually agree otherwise.

C. Supplemental casuals may be used to supplement the regular work force, as delineated by the Order of Call in Article 3, Section 5(b). However, supplemental casuals shall not be used to deprive regular employees of premium day work or overtime days, or part time employees of additional work opportunity, or to defeat the intent of developing full-time positions as set forth in Section 1 of this Article.

D. Casual employees may be used in any classification of work covered by this Local Rider and shall receive a guarantee of ~~three (3)~~**four (4)** hours per day worked, and if the employee works more than ~~three (3)~~**four (4)** hours, then he/she shall be paid for all actual hours worked on that day. Casual employees will not be utilized in a particular classification when any regular employee in that classification is on layoff status unless all laid-off employees who have expressed a preference for work at that location have been offered work.

The Union shall be notified of the employment of casuals on the day of employment. Casuals shall not be worked on a "back to back" or overlap basis. If the Employer abuses this Section through the excessive use of casuals to avoid payment of fringe benefits, it shall be considered a dispute to be handled through the grievance procedure.

E. When the Employer utilizes eight (8) hour supplemental casuals (or the equivalent thereof) at one location thirty (30) or more days in a sixty (60) consecutive day period, the Employer shall add one (1) regular employee to that location's regular seniority list, giving first preference to the casuals who have been used the longest

F. A monthly list of all extra (e.g., laid-off) casual (supplemental or replacement) and/or probationary employees used during the month shall be submitted to the Local Union by the tenth (10th) day of the following month. Such list shall show:

1. the employee's name, address and social security number.
2. the dates worked.
3. the classification of work performed each date, and the hours worked.
4. the name, if applicable, of the employee replaced.

This list shall be compiled on a daily basis and shall be available for inspection by a Union representative and/or job steward. Any alleged violations of this Article may be grieved by the Local Union.

ARTICLE 30. MEAL PERIODS [NO CHANGE]

ARTICLE 31. SICK LEAVE

- A. For part-time employees hired on or before the date of ratification of this Agreement, and full-time employees, sick leave is earned at the rate of six (6) days per contract year, up to a maximum of forty-eight (48) hours per year. Unused sick days may be accumulated up to a maximum of thirty (30) days (two-hundred forty (240) hours). All or any hours so accumulated may be utilized at any time for bona fide illness or injury (requires Doctor's statement). Any employee who was on the Seniority list at the beginning and the end of the contract year may cash out any unused sick time at contract anniversary date at the straight time wage rate for the prior contract year. Sick time shall be paid on a daily basis, calculated on the average daily hours worked over the past year for part-timers, and the bid day for full-time employees, all at the employee's current hourly rate. Employees are expected to schedule their own doctor and dental appointments during non-scheduled working hours.
- B. Sick leave cashed out April 1 of any contract year shall be paid out on the first (1st) pay period thereafter, based on the employees bid shift guarantee and straight time wage rate for the prior contract year, as will accumulated sick leave over the maximum of thirty (30) days. Sick leave will be paid to eligible employees beginning on the first (1st) working day of absence due to sickness or accident. Each regular employee with one year or more of seniority shall receive six (6) days of hospital leave each year and may accumulate up to a maximum of ~~twelve (12)~~ **eighteen (18)** days of hospital leave. If an employee is hospitalized or requires treatment as an out-patient, and is so authorized by the hospital and doctor, then hospital leave may be utilized. Any employee using accumulated hospital leave for out-patient care shall turn in to the company written evidence from the hospital and doctor proving that such care was authorized and rendered by the hospital and doctor.
- C. When an employee is receiving worker's compensation payments or state disability benefits, the Employer may supplement the employee's normal weekly straight time pay for their normal bid shift from the employee's accumulated sick leave. Only this supplemented pay shall be subtracted from the employee's total accumulated sick leave.

ARTICLE 32. FUNERAL LEAVE

In the event of the death of a member of an employee's "immediate family," a regular employee shall be entitled up to a maximum of two additional unpaid days of leave if the funeral is out of state. **The term "immediate family" will be as defined in the National Agreement.** Employees taking leave must attend the funeral and present proof on demand.

Bereavement Leave shall only be available to part-time employees employed on or before the date of ratification of this Agreement or full-time employees.

ARTICLE 33. HOLIDAYS

- A. All regular employees who have been on the payroll of the Employer at least forty-five (45) days shall receive pay for holidays named below regardless of which day of the week the holiday falls. Each eligible employee shall be paid for the holidays set forth below, based on his/her bid shift guarantee, and/or in accordance with subsection (G) of this Article: New Year's Day; Memorial Day; Fourth of July; Labor Day; Thanksgiving Day; ~~December 24th, Christmas Day; and Day after Thanksgiving;~~ Employee's Birthday; Employee's Anniversary; and ~~five~~ **five (5)** Personal Holidays.
- B. If work is required on a holiday, then it shall be offered to the employees within that classification by seniority. If the employee accepts such holiday work, then he/she shall be guaranteed four (4) hours' work for that day, and be paid at the double time rate (2x) for all hours worked, in addition to regular holiday pay. If he/she accepts such work, he/she may request a future day off with pay, subject to management approval. Holiday pay for time not worked shall be used in computing weekly overtime.
- C. When one of the recognized holidays falls within an employee's vacation period, the employee at his option shall receive an extra day's vacation or pay in lieu thereof. This day or days may be taken at the beginning or end of the vacation period.
- D. When any of the above holidays (except the birthday and anniversary) falls on an employee's first (1st) regularly scheduled day off the employee shall be paid the applicable daily guarantee for the bid shift. When any of the above holidays falls on an employee's second (2nd) regularly scheduled day off, the following day will be recognized as the holiday. If there is work to be performed on the day that a holiday is celebrated in lieu thereof, then that work shall be offered to qualified employees who can perform that work on straight time, before it is offered to any employee on premium time.
- E. When covering absences for birthday and anniversary holidays the employee observing such holiday will be given the first (1st) opportunity to perform such work and shall be paid at his regular rate of pay for such time worked in addition to receiving his holiday pay. If the regular employee declines to work, the Company may fill the vacancy in accordance with the Order of Call delineated in Article 25, Section 5(b) of this Local Rider. When the birthday or anniversary date falls on any of an employee's regularly scheduled days off, the employee shall be paid the applicable hourly rate for his/her bid shift. If an eligible employee's birthday or anniversary falls on a regular work day the employee will give the Company at least three (3) days' notice prior to the beginning of the week in which the holiday falls, of the day which the employee intends to observe as the holiday. In the event two (2) or more employees elect to observe the same day seniority shall prevail.

- F. Any employee laid off or terminated fifteen (15) days or less prior to any of the above mentioned holidays shall receive pay for that holiday at the time of layoff or termination. Employees who are serving their forty-five (45) day probationary period are not entitled to holiday pay for holidays falling within such probationary period. Regular employees are entitled to holiday pay if the holiday falls within the first thirty (30) days of absence due to illness or non-occupational injury, or due to a death in the employee's immediate family, or within the first six (6) months of absence due to occupational injury.
- G. Any part-time employee hired on or after the date of ratification of this Agreement shall be paid pro-rated holiday pay based on the hours worked the two weeks prior to the holiday.

ARTICLE 34. VACATIONS

Section 1. Vacations

Part-time employees hired on or before the date of ratification of ~~the 2008~~ this Agreement, and full-time employees, who have completed one (1) year of service, shall receive two (2) weeks' vacation with pay. Such employees who have completed five (5) years or more of service shall receive three (3) weeks' vacation with pay. Such employees who have completed fifteen (15) years or more of service shall receive four (4) weeks' vacation with pay. Such employees who have completed twenty (20) years or more of service shall receive five (5) weeks' vacation with pay.

Section 2. Computation of Vacation Pay [NO CHANGE]

Section 3. Pro-Rata Vacations [NO CHANGE]

Section 4. General Provisions [NO CHANGE]

Section 5. Vacation Bidding

- A. Employees shall be entitled to take vacation in accordance with the procedures specified in subparagraph (B) of this Section, provided that a minimum of ~~forty~~ **twenty-five** percent (~~25~~**50**%) of the total number of employees by classification (**minimum of two (2) within the dock classification**) shall be permitted to go on vacation between May 1st and October 1st of each year.
- B. Vacation lists will be posted between February 1st and March 1st and remain posted for 15 days. Employees will bid vacations in Company seniority order. Any employee who does not make his/her selection in proper turn prior to the end of the 15 days will thereafter make his/her selection from the vacation periods remaining, after all other employees have made their selections, by submitting to the Employer a minimum of 15 calendar days written notice of their request prior to the first day of the week chosen. A senior employee will not be permitted to take a vacation period already assigned to a junior employee after the 15 day vacation bidding period. Provided however, vacation bidding shall be closed from

Thanksgiving to Christmas, due to business volume, subject to the following exception: at all facilities, the company shall permit one employee per classification at a time to take up to three (3) non-consecutive days of vacation, until five (5) working days prior to Christmas.

Employees with four (4) weeks of vacation entitlement or more shall be permitted to split the second week of vacation, as well as the first week thereof. To request a vacation increment of less than one (1) week an employee must submit a written request at least three (3) working days (excluding Saturday, Sunday, and contractual Holidays) before the first day of the week chosen.

- C. An employee on sickness or on-the-job injury leave at the time of his scheduled vacation period will be considered on vacation concurrent with the leave period, and shall receive his vacation pay as if he were actually on vacation. However, the employee may reschedule his vacation period in lieu of the above by notifying the Company prior to the date of his scheduled vacation.
- D. An employee's vacation dates may be adjusted to correspond with the employee's new days off if the employee's days off are changed after the vacation list has been posted.

Section 6. Unemployment Compensation Deferral [NO CHANGE]

ARTICLE 35. PENSION
See National Economic Settlement

ARTICLE 36. HEALTH AND WELFARE
See National Economic Settlement

ARTICLE 37. MISCELLANEOUS [NO CHANGE]

ARTICLE 38. CAUSE OF DISCHARGE AND SUSPENSION [NO CHANGE]

ARTICLE 39. DURATION [NO CHANGE]

APPENDIX "A" Wage Rates
See National Economic Settlement

The following increases for full-time and part-time employees who have completed the new-hire progression (and who were on the active seniority list as of the Ratification Date of this Local Rider) shall take effect on the dates shown:

Effective April 1, 2008	35 cents per hour
Effective October 1, 2008	35 cents per hour
Effective April 1, 2009	40 cents per hour
Effective April 1, 2010	45 cents per hour
Effective April 1, 2011	40 cents per hour
Effective October 1, 2011	45 cents per hour
Effective April 1, 2012	45 cents per hour
Effective October 1, 2012	50 cents per hour

New Hire Rates

Rates for full-time new hires and any employee who has not completed the progression (current full-time or current part-time) will be based on percentage of the current rate:

Progression:

Months of service from Hire Date	
0-12 months	70%
12-24 months	75%
24-36 months	80%
36-48 months	85%

At 48 months, employees go to 100% of rate in effect as of that date. Applies to all full-time employees in current progression as well as future full-time hires.

~~Rates of pay for part time employees hired after the Ratification Date of this Agreement shall be as follows.~~

New Hire	\$10.00/hour
After 12 months	\$10.20/hour
After 24 months	\$10.425/hour
After 36 months	\$10.85/hour
After 48 months	\$11.325/hour

The term "current rate" is the applicable hourly rate of pay for the job classification.

The above-listed wage increases do not include any cost of living allowance provided for in 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 then effective wage rates as appropriate. The above rates shall not apply to casual employees. The casual starting rate shall be ~~\$12.00~~. See *National Economic Settlement*

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

Any employee who works a scheduled full-time split shift position shall receive a split-shift differential of \$0.25 per hour for all hours worked.

All other positions starting on or after 1500 hours or before 0500 hours shall receive a shift differential of \$0.25 per hour for all hours worked.

Any employee working as a Lead Agent shall receive a Lead Agent premium of one dollar (\$1.00) per hour paid up to a maximum of 40 hours per week.

APPENDIX "B" Letters of Understanding No. 1

A. The following Letter of Understanding shall remain in effect upon ratification of this Agreement.

1. The company shall be allowed to use one (1) supervisor who will be in charge of the plane-side operation, and may work along side Bargaining Unit employees for no more than one (1) hour per day in the plane-side operations, but not on the dock. Supervisors shall not displace a Bargaining Unit shift, except in a temporary unforeseen emergency. Plane-side work may be done inside the ~~DVR~~-DEN facility.
2. It is not the intent of the Company to permit commercial carriers to release company consigned shipments to other than Bargaining Unit employees, but it is understood that when and if this does happen, the Company shall not be liable under the collective bargaining agreement, unless there is evidence that the Company was guilty of contributory negligence or complicity in the matter.
3. Bargaining Unit dockmen will operate the Shuttle between the Denver airport and other facilities covered by this Local Rider, subject to the following understandings:
 - a. The Shuttle is defined as the scheduled shuttle run from the ~~ABX~~-airplane to the satellite facility. (Currently, there is one (1) such run in the a.m. Tuesday- Saturday, and one (1) such run p.m. Monday-Friday.)
 - b. The shuttle of misroutes may be assigned at the discretion of the company to either Owner Operators, or Bargaining Unit dockmen performing the DHL Shuttle. This will not set a past practice if assigned to Bargaining Unit employees. The shuttle of misroutes will not be accomplished with supervisory personnel.
 - c. In the case of late pick-ups for major accounts customers, Owner Operators may run the freight from customer premises directly to the ramp or to the ~~DVR~~-DEN-facility
 - i. The Bargaining Unit shall perform any consolidation and loading of the freight onto the ~~ABX~~-airplane.
 - ii. "Late Pick-Ups" are defined as situations where the customer does not have the freight ready for pick-up in time to be processed at the terminal facility, and still make the outbound ~~ABX~~-airplane. If this is abused, the Union has the right to file under the grievance machinery.
4. Standard interpretation of the weeks' vacation is that the first day of vacation in a week is the first day that a person is scheduled to work, and that week of vacation goes through to the following week of the first day scheduled to work.

5. On the question of working premium days while on vacation, this cannot be done as a person cannot work while on vacation. As an example, a person on Monday-Friday work week may bid premium work prior to going on vacation, but not when they come back at the tail-end of the vacation.

6. With regard to the use of **FOCUS or other computer programs developed and used to assist in the efficient shipment of DHL products** by Non-Bargaining Unit employees, it is understood that DHL employees and/or employees of affiliated Driver Owners shall be allowed to use ~~FOCUS~~ **the technology** and all its associated functions so as to allow them to freely perform their job functions efficiently and maximize their own productivity, so long as by so doing they will not directly displace any Bargaining Unit employees, or take over work currently performed by the Bargaining Unit. Any dispute arising under this section will be reviewed by a Sub-Committee of two (2) persons named by the Union and two (2) persons named by the Company. If the dispute is not resolved by the Sub-Committee, it may be submitted to the grievance procedure.

7. Ramp snow removal may be provided by an outside professional vendor as needed.

~~8. The "DIM" machine and its appurtenant parts will be moved by, set up by, and taken down by Bargaining Unit members. Data gathered by the DIM machine will be downloaded to Orion by Bargaining Unit members.~~

8. The Company may utilize a third-party to perform the top-side loading and unloading of containers between the K-loader and aircraft and other associated FBO work for ABX aircraft to the same degree it has been performed for non-ABX aircraft, provided that the transferring of this work does not result in the reduction of hours or layoff of active positions.

B. Employees in the Dock-Shuttle classification shall be permitted to perform covered work, at a location, other than the one where they are domiciled, on an as-needed basis, subject to the following provisions:

1. They shall not be required to perform work at such other facility for longer than one hour. The one-hour is limited to one hour a day total time cumulative.

2. The need to perform the work is immediate and there is no available domiciled bargaining unit member available to perform said work and/or the employee is assisting said domiciled employees in loading/unloading his or her own vehicle:

As examples:

(a) A dock/shuttle employee from WBU, taking misroutes to WDN shall be permitted to offload said misroutes on the WDN Dock.

(b) A dock/shuttle employee from FNL, picking up a load from ~~DVRDEN~~, shall be permitted to load his own truck.

This provision shall not be used with the intent to deprive eligible employees at any facility where work is being performed of additional hours or work opportunities. Any alleged violations of this provision will be subject to the grievance machinery.

APPENDIX "C" SIDE LETTER: ATTENDANCE AND WORK RULES
ATTENDANCE [NO CHANGE]