# **SUMMARY OF TENTATIVE LOCAL 174 PUD LOCAL RIDER**

#### **ARTICLE 22. RECOGNITION**

This Local 174 Rider is supplemental to and becomes a part of the DHL National Agreement, Articles 1 - 28, hereinafter referred to as the "DNA" and the Pick Up and Delivery Operational Supplement Articles 1 - 21, for the period commencing <u>April 1, 2017</u>, and shall prevail over the specific terms of those agreements only to the extent specifically provided herein. T/A

#### **ARTICLE 23. DURATION AND RENEWAL**

This Agreement between DHL EXPRESS (USA), Inc. and GENERAL TEAMSTERS LOCAL UNION NO. 174, affiliated with the International Brotherhood of Teamsters, shall be effective commencing <u>April 1, 2017</u> and shall continue in force and effect through <u>March 31, 2022</u> and also thereafter, on a year to year basis, by automatic renewal. Provided however, for the purpose of negotiating alterations in wages and other terms and conditions of employment, either party may open this Agreement or any contract effectuated through automatic renewal by giving written "Notice of Opening" or "Notice of Termination" not later than sixty (60) days nor more than ninety (90) days prior to the expiration date. "Notice of Opening" is nowise intended as "Notice of Termination." T/A

If this Agreement is "terminated" or "opened" for alterations of wages or other terms and conditions as provided for above, and no renewal Agreement is reached, then this Agreement shall remain in full force and effect, subject to termination by either party at any time upon written ten (10) work day notice to the other party, by registered mail. The notice period shall commence from date of delivery of said written notice.

The jurisdiction of Local 174 shall include the work performed within the classifications contained in Article 38 herein. This shall not be construed as limiting the geographical jurisdiction of Local 174 within the recognized boundaries of Joint Council of Teamsters 28. This shall not be construed as an automatic recognition clause, nor shall it be deemed to be an expansion of the existing coverage of this agreement beyond that which is contained herein unless mutually agreed by DHL Express (USA), Inc. and Teamsters Local 174.

# ARTICLE 24. GENERAL PROVISION (NO CHANGE)

# ARTICLE 25. UNIT WORK PRESERVATION (NO CHANGE)

# ARTICLE 26. EMOLUMENTS (NO CHANGE)

#### ARTICLE 27. EXAMINATIONS (NO CHANGE)

#### ARTICLE 28. SAFETY (NO CHANGE)

# **ARTICLE 29. PAY -TIME CARDS - CLOCKS**

Section 1. Pay (NO CHANGE)

#### Section 2. Time Cards

A weekly time card report, if requested of the AM supervisor, shall be distributed to each employee on Monday of each week and shall contain information regarding for each day:

> Scanned in Start time Lunch Scanned out Straight time hours Overtime hours

Such requests shall only need to be made in writing once to be valid for the remainder of the calendar year. T/A

In the event an employee's regular payroll check or draft is not available by the close of the normal business hours on the employee's regular payday, upon request of the employee, the Employer shall issue drafts whenever possible.

In the event of a payroll shortage equal to or greater than a full day's pay, the Employer shall issue a draft upon request of the employee. Such draft shall be available by the end of the business day following the day the shortage was due.

Failure to comply shall subject the Employer to pay liquidated damages in the amount of eight (8) hours pay for each day of delay.

#### **ARTICLE 30. SENIORITY**

Seniority shall be granted any employee who has completed forty-five (45) days of work within a five (5) month period. Prior to seniority and consistent with the Equal Employment Section, employees may be laid off with or without cause. Upon completion of the probationary period, an employee's seniority date shall be made retroactive to the first day worked.

Part-time Drivers shall be limited to  $\underline{15\%}$  of the total driver seniority list and may drive in the a.m. or p.m. <u>and shall have</u> <u>a four (4) hour guarantee</u>. No driver (Full-time or Part<u>time</u>) hired prior to ratification of <u>this</u> Agreement shall be forced into <u>a weekend bid</u>. T/A

The order of call will be:

Cover Driver Full-time Drivers (start time 11 A.M. or later); Part-time Drivers Pre-seniority Drivers

Weekend work will be bidded as outlined in Article 31 of this Local Rider, and that Article shall also set forth the order to call to cover absences of such weekend bidded positions. Any weekend work above and beyond the regular weekend bids shall be offered pursuant to the Monday through Friday order of call at applicable overtime rates, if any. T/A

In the event the Employer is unable to meet staffing requirements, employees may be assigned to work by inverse seniority by classification and qualification.

Qualified part-time employees with seniority shall be given the opportunity to fill full-time vacancies prior to the employer hiring off of the street.

Drivers, (full and part-time) and Part-Time (Ramp and Loader) employees shall be placed on separate seniority lists, by location, as of their first date of hire in their status as Driver, or Part-Time employees with the unit and location covered by this Agreement. Seniority shall be measured by length of service in such status with the Employer as a bargaining unit employee. For example, a Part-Time (Ramp or Loaders) employees transitioning to Driver status will not be credited with his part-time service for seniority purposes. Such time, however, counts for all other purposes such as vacation going forward on a pro-rata basis. Pro-rata basis shall be computed by adding the total number of hours worked in the employee's work history divided by 2080.

A Driver transitioning to Part-time status will maintain his date of hire into the Part-time covered position as his seniority date after he has transitioned into the part-time position. Employees voluntarily transitioning to part-time status must stay in that part-time status for one (1) year and shall be paid the rate for the job based upon the employee's seniority.

Existing employees entering the unit on the same day in the same status shall be placed on the seniority roster in order of Company seniority; newly hired personnel entering the unit on the same day shall be placed on the seniority roster by (1) date of hire; (2) drawing of lots.

A current copy of the master seniority list shall be provided to the Union during the months of January and July of each year and shall be posted in a location easily accessible to the employees at each facility. Employees with seniority, who are not on vacation, holiday, leave, or other time off, must be working or scheduled to work before non-seniority employees may be utilized. Non-seniority employees may not be utilized to deprive seniority employees of work.

Qualified employees must be worked according to seniority and shall also be allowed the right to bid all start times and all routes.

The Employer shall recognize principles of seniority.

When an employee in any job classification requiring driving has his/her operating privilege or license suspended or revoked for reasons other than those for which the employee can be discharged by the Employer, a leave of absence without loss of seniority, not to exceed three (3) years, shall be granted for such time as the employee's operating license has been suspended or revoked. The employee will be given the opportunity to end-tail into a non-driving position for which he/she is qualified, at the rate of pay, and benefit levels of the position worked.

#### **ARTICLE 31. BIDDING AND JOB OPENINGS**

There shall be a maximum of three (3) station bids per calendar year, (the annual bid and two additional) unless by mutual agreement of the parties. The Union agrees to not unreasonably withhold their agreement. Each January, the Employer shall post for bid all available driver/dock, positions. Eighty per cent (80%) of such posted positions shall be posted as full-time dock and/or routes, including geographical descriptions (rough boundaries), scheduled start times and normal workdays. In order to meet operational needs, the employer may add one (1) additional cover driver position at each station. Additionally, the Company may utilize weekend bids (5x8 or 4x10) Sunday through Thursday or Tuesday through Saturday. No driver (Full or Part-Time) employed on the date of ratification may be forced on to a weekend bid A regular established starting time is defined as not varying by more than two (2) hours, and such variance shall not occur more than one (1) day per workweek as set forth on the bid, provided, no employee shall have more than two (2) different start times in any given week. The remaining bid positions covered by this Section shall be posted as Cover Driver bids. Cover Drivers shall be offered work in seniority order. Employees covered by the terms of this Section will bid on available routes in their station in order of station seniority, and the bid will be completed within four (4) weeks of its posting at the station in question. Subject to the guarantees contained in the Pick-up and Delivery Operational Supplement, cover drivers shall have a daily, but not weekly, guarantee. (NOTE: It is the Parties' intent that the Company's use of weekend bid positions is governed exclusively by the terms of this Local Rider notwithstanding any term set forth in the **Operational Supplement.)** T/A

The annual bid for all positions shall be posted each January. There shall be a separate bid for full-time and part-time employees. The bid shall become effective on the first full week of February following the bid. There will be a thirty (30) minute gap between each bid commencing with the senior employee. The employee will be required to fill his/her bid even if they are not scheduled to work the day or time of their scheduled bid. In the event the employee misses his/her window, they shall forfeit their bid and accept what remains at the time of their selection. The bid will start at 8:00 a.m. and end at 5:30 p.m. each day of the bid process.

If any employee working a bid covering a weekend day is not available on his normal weekend shift, the shift shall first be offered to regular Monday through Friday full time employees who did not avail themselves of forty (40) hours work in the workweek and were not compensated, provided that such employee notifies management of his/her desire to work as a Saturday or Sunday replacement employee by Thursday at 06:00. Next the Company may use part-time drivers who have worked fewer than thirty-two (32) hours in the workweek before offering the work by straight seniority. Similarly, the employer may utilize weekend bid employees who have not worked or been compensated forty (40) hours to replace vacancies (absences, vacations, leaves of absence, etc.) for Monday-Friday bids prior to offering the work to seniority employees at overtime rates, but consistent with the "order of call" outlined in Article 30. T/A

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

# Part-Time Drivers

<u>Part-Time Drivers shall bid AM or PM start times.</u> When called to work, they shall have a four (4) hour guarantee.

A route permanently vacated or newly established (including a leave of absence to exceed three months) shall be posted within five (5) days for five (5) working days, during which time drivers shall be afforded the opportunity to bid such vacated or new routes based on station seniority. The successful bidder shall be the most senior qualified driver and shall be awarded the posted vacancy or new route the Monday following the expiration of the five (5) working day posting period.

Vacancies created as a result of this bidding procedure shall be posted and bid as set forth herein. There shall also be a station bid for part-time employees.

# ARTICLE 32. LAYOFF & RECALL (NO CHANGE)

# **ARTICLE 33. FAMILY DEATHS**

Employees with seniority suffering a death in the immediate family shall receive three (3) days off with pay if taken within

five (5) days of death. Immediate family means: Wife, Husband, Son, Daughter, Mother, Mother-in-Law, Father, Father-in-Law, Brother or Sister (whether full or half-blood or by legal adoption), Grandparents, and Grandparents-in-Law. T/A

Part-time employees (drivers, ramp and dock) shall receive their daily guarantee at the appropriate rate after completion of the probationary period. Part-time employees (drivers, ramp and dock) on the seniority list who have averaged thirty (30) hours or more in the two weeks preceding the week, in which the family death falls, shall be compensated for the time off as if they were fulltime employees. T/A

#### ARTICLE 34. JURY DUTY (NO CHANGE)

#### ARTICLE 35. SICK LEAVE (NO CHANGE)

#### **ARTICLE 36. HOLIDAYS**

The following days are holidays for all employees. All eligible employees shall be paid according to Article 38.

New Year's Day Memorial Day (Last Monday, May) Independence Day Labor Day (1st Monday, September) Thanksgiving Day Christmas Day Employee's Birthday Employee's Birthday Employee's Work Anniversary Date Floating Holiday Floating Holiday \* Floating Holiday \*

By mutual agreement between Employer and employee, the Employee's Birthday and the Employee's Anniversary Date of Employment may be observed on another day. <u>Any unused</u> floaters shall be paid out on March 31st of each year at the employee's appropriate hourly rate. T/A

Employees shall receive holiday pay equal to their daily guarantee at the appropriate rate after completion of the probationary period. Part-time employees who have averaged thirty (30) hours or more in the two weeks preceding the week, in which the Holiday falls, shall be compensated for the Holiday as if they were full-time employees.

A part-time driver who replaces a full-time driver who is absent one (1) week or more shall receive holiday pay at their current straight time rate based on the daily guaranteed number of hours of the shift being replaced (i.e.) eight (8) or ten (10), for holidays, that fall within the period of replacement.

Employees with seniority who are working a four (4) day, ten (10) hour shift, shall receive ten (10) hours holiday pay for holidays not worked which fall within their scheduled workweek or eight (8) hours holiday pay for holidays not worked which fall outside their regular workweek.

To be eligible for holiday pay, an employee must work their scheduled workday immediately preceding the holiday or the **workday** immediately following the holiday. T/A

#### **ARTICLE 37. VACATIONS**

The following sets forth the rights of Driver employees, and part-time employees (Ramp and Loaders) Employed prior to June 6, 2008.

Employees, with seniority, shall, upon completion of employment years, i.e., anniversary dates of employment, be entitled to paid weeks of vacation, as follows:

(1) 1 after 1	(4) 4 after 15
(2) 2 after2	(5) 5 after 20
(3) 3 after 7	(6) 6 after 30

Vacation schedules shall be posted by February 1st; vacations shall be selected, according to seniority, by March 1st. Employees failing to so select shall be passed. Employee's vacation may be carried over one (1) year, but no more, and may be taken in conjunction with following year's vacation. Employees will select vacation weeks based on their weeks of entitlement as follows:

Eligible Weeks	February Sign-up
One	One
Two	Two
Three	Two
Four	Two
Five	Three
<u>Six</u>	<u>Four</u> [T/A]

Vacation pay for each week of accrued vacation shall be computed on the basis of 1/52nd of the employee's gross annual earnings as reported on their prior year's W-2. No fulltime employee shall receive less than forty (40) hours per week.

The Employer may prorate vacations for part-time employees (drivers, ramp and dock) with less than fifteen hundred (1500) compensated hours during an employment year. The formula shall be: All part-time employees (drivers, ramp and dock) with fifteen hundred (1500) or more compensated hours during an employment year shall be entitled to full vacation benefits as set forth in this Article. The formula for part-time employees (drivers, ramp and dock) with less than fifteen hundred (1500) compensated hours shall be: Compensated hours, divided by two thousand (2000), equals percentage earned vacation due the part-time employee. T/A

Part-time employees (drivers, ramp and dock) shall receive pro rata pay, for earned vacation, upon termination of employment, regardless of reason. Compensated hours against two thousand (2000) hours times weeks of vacation shall be prorating formula. Scales in effect at time of termination shall be utilized, including differentials if applicable. T/A

Non-mandatory sign-up weeks can be taken subject to current provisions of this Article. Vacation signup weeks shall be limited to a maximum of fifteen percent (15%) rounded down (at stations with fewer than 25 bidded start times), and fifteen percent (15%) plus one (at stations with 25 or more bidded start times) of each station bidded start times excluding any employee from the calculation of the formula who has been absent for a period that results in non-accrual of vacation for said selection period. Each employee with one or more non-mandatory sign-up weeks may break up a maximum of one (1) week into individual vacation day(s), the selection of these individual days will be subject to 15% of the station bidded start times and require a minimum of five (5) days' notice. The 15% applies to any request for paid time off. T/A

In addition, with the exception of those weeks in which a contractual holiday is observed, a maximum of twenty percent (20%) rounded down of each station's seniority list excluding any employee from the calculation of "the formula who has been absent for a period that results in non-accrual of vacation for said selection period, will be allowed off subject to the following provisions: T/A

- a) no additional vacation sign-up will be approved prior to five (5) days preceding the requested time off
- b) no additional vacation sign-up will be approved without two (2) days' notice prior to the requested time off
- c) The additional vacation sign-up maximum percentage off of twenty percent will include all persons off for a leave of absence, on or off the job injuries, jury duty, FMLA, illness, or funeral leave.

Vacations as outlined above shall be scheduled and taken based on separate seniority lists (full-time and part-time). Vacation selection for part-time employees shall be limited to a maximum of ten percent (10%) of the part-time seniority list.

Vacations maybe taken during the holiday season are subject to the following limitations:

2 employee <u>at BFI and 1 employee at SEA</u> from <u>December 1 through December 25. The same number</u> <u>shall apply</u> the week before to the Chinese New Year. T/A

Employees receiving differentials for more than half the employment year shall receive differentials with vacation pay.

If employee is compensated for earned vacation prior to actual vacation, Employer shall pay premiums for Health and Welfare, Dental and Vision on time taken as actual vacation. Compensation may not be paid prior to actual vacation if contrary to past practices.

Hiring date	Progression	DOR	<u>4/1/2018</u>	<u>4/1/2019</u>	<u>4/1/2020</u>	<u>4/1/2021</u>
After 48 months	<u>100%</u>	<u>\$28.98</u>	<u>\$29.98</u>	<u>\$30.98</u>	<u>\$31.98</u>	<u>\$32.98</u>
After 36 months	<u>85%</u>	<u>\$24.63</u>	<u>\$25.48</u>	<u>\$26.33</u>	<u>\$27.18</u>	<u>\$28.03</u>
After 24 months	<u>75%</u>	<u>\$21.74</u>	<u>\$22.49</u>	<u>\$23.24</u>	<u>\$23.99</u>	<u>\$24.74</u>
After 12 months	<u>70%</u>	<u>\$20.29</u>	<u>\$20.99</u>	<u>\$21.69</u>	<u>\$22.39</u>	<u>\$23.09</u>
New hire	<u>65%</u>	<u>\$18.84</u>	<u>\$19.49</u>	<u>\$20.14</u>	<u>\$20.79</u>	<u>\$21.44</u>

Drivers with a Class "A" CDL shall receive \$.75 per hour in addition to their regular hourly rate of pay for all hours worked in a shift when operating equipment requiring such license. T/A

Driver Trainers shall receive \$10.00 per day, in addition to their regular hourly rate of pay, on each day when performing driver training duties. T/A

Rates of pay for part-time employees hired after June 6, 2008 shall be as follows. T/A *See Economics* 

Start Rate 12 mos 24 mos 36 mos

# **ARTICLE 39. WORK HOURS**

#### Section 1. Full-Time Employees

All full-time employees covered by this Local 174 Rider to the Operational Supplement as of June 6, 2008 and who did not experience a break in seniority, will be red-circled by name, and will be guaranteed the opportunity for forty (40) hours per week for as long as they are working full-time and on the active seniority list.

Five (5) consecutive days with regular starting and quitting times of eight (8) consecutive hours Monday through Friday or Tuesday through Saturday or four (4) days of ten (10) consecutive hours Monday through Friday shall constitute a week's work, except for those employees working weekend bids pursuant to, and to the extent permitted by, Article 31 of this Local Rider. No employee hired prior to June 6, 2008 and who did not experience a break in seniority shall be forced on to a Tuesday through Saturday or 4x10 bid. T/A

At least fifty percent (50%) of the routes at each station shall be straight eight hour shifts.

# Section 2. Part Time Drivers

Up to <u>15%</u> of the active drivers' seniority roster may be designated as Part Time. Part Time drivers when called to work shall have a four (4) hour guarantee. No employee hired prior to the date of ratification of <u>this</u> Agreement may be forced on to a <u>weekend</u> bid. T/A

#### Section 3. Meal and Rest Periods [NO CHANGE]

# Section 4. Work Day- Work Week T/A

A normal workday shall consist of eight (8) consecutive hours in the case of a five (5) day workweek, or ten (10) consecutive hours in the case of a four (4) day workweek,-plus a lunch break. All work performed in excess thereof in any one (1) day or in excess of forty (40) hours in one (1) week shall be considered as overtime and shall be paid for at the rate of time and one-half (1 1/2) the regular straight time rate of pay.

In order to meet operational needs, the Employer may reschedule start times up to 30 minutes forward or 60 minutes back of bidded start times with one week's posted notice.

Qualified driver employees reporting for work, pursuant to instructions, are guaranteed eight (8) hours (Part-time driver employees are guaranteed four (4) hours). Employees with seniority reporting for work, pursuant to instructions are guaranteed four (4) or eight (8) hours per day within the five (5) day workweek or ten (10) hours per day within the four (4) day workweek. The guarantees in this Article and Article 40 must be paid at the appropriate straight and/or overtime rate. T/A

Saturday work shall have a four (4) hour guarantee. Sunday work has either a four (4) or an eight (8) hour guarantee. Holiday work has an eight (8) hour guarantee (plus holiday pay). When called/forced to work on a regular scheduled off day an employee shall be entitled an four (4) hour guarantee. In each of these instances the employee shall be paid at the rate of one and one half (1 1/2) times the regular rate of pay for the first eight (8) hours worked. All hours worked after eight (8) hours shall be paid at two and one half (2 1/2) times the regular rate of pay. The premium pay provisions of this section shall not apply to employees working weekend bids pursuant to Article 31 of this Local Rider. T/A

The seventh (7th) consecutive day shall be paid at two (2) times the hourly rate for the first eight (8) hours and two and one half  $(2 \ 1/2)$  times for all hours worked thereafter.

Call back is four (4) hours minimum with a time and one half (1 1/2) rate of pay. Call back is defined as requiring employee to punch back in and continue to work when an employee has already been instructed/authorized to punch out and has left the building.

No employee shall be required to work in violation of state or federal law. If the Employer requires employees to work in violation of state or federal law, the employees shall receive time and one-half  $(1 \ 1/2)$  the appropriate rate until they are in

compliance. If an employee is in the position that a violation of this provision may occur, they must inform the Employer of the pending violation. T/A

Cover drivers shall be guaranteed eight (8) hours work or pay when utilized.

# **ARTICLE 40. OVERTIME-SUBSISTENCE**

An employee may grieve if he/she is consistently required to work more than nine and one-half (9.5) hours in an eight (8) hour day or more than eleven and one-half (11.5) hours in a ten (10) hour day once they have officially notified the Company, in writing, of their desire to have their overtime reduced. In the event the Employer is unable to meet staffing requirements, employees may be assigned to work by inverse seniority.

Weekend work (Saturday and Sunday) over and above those positions bid and replaced subject to Article 31 of this Local Rider shall be placed up for voluntary bid at each station on the Monday prior to the weekend that the work is to be performed. The Company shall have the right to fill in vacancies on the Saturday supplemental bid by inverse seniority should the bid not be filled by Thursday at 06:00. Those forced to work supplemental Saturday bids will be paid at one and one half (1 1/2) times the hourly rate of pay for the first eight (8) hours worked on Saturday. Each day (Saturday or Sunday) shall have its own supplemental bid. On Saturday the Company will employ one (1) four (4) hour overtime shift with a four (4) hour minimum guarantee at each station assigned to the most senior driver who has signed up to work, as long as the station is operating and supplementing the weekend straight-time bid shifts. T/A

- A. All other Saturday shifts will be bid by seniority with the exception of the employees receiving less than thirty-two (32) compensated straight time hours for the week. These "less than thirty-two (32) hour" employees shall have the right to Saturday work before the employees with more than thirty-two (32) compensated straight time hours for the week, but shall bid open start times by their seniority.
- B. All drivers who will be considered for weekend work must have their names placed on the bid by 23:59 hours on Wednesday of said week. If the list of drivers volunteering for weekend work is exhausted, the Employer may utilize other bargaining unit employees to perform available work. If an insufficient number of drivers volunteer for driving work, drivers will be forced from the bottom.
- C. All Saturday hours shall be paid per Article 39 with the exception of those employees <u>working a</u> <u>weekend bid shift and those</u> who gained Saturday work through Sub-Section A of this Article (less than thirty-two (32) hour rule). These employees shall be paid the straight time rate of pay for either: T/A

- 1) The first eight (8) hours worked or
- 2) The completion of forty (40) straight time hours for the week whichever comes first. All hours worked after the completion of either sub section C-1 or C-2 shall fall under the pay rates set forth in Article 38 of this agreement.

# ARTICLE 41. HEALTH AND WELFARE, RETIREES' HEALTH AND WELFARE, DENTAL AND VISION BENEFITS

See Economics

#### **ARTICLE 42. PENSION**

**See Economics** 

# ARTICLE 43. SETTLEMENT OF DISPUTES (NO CHANGE)

ARTICLE 44. EXTRA EQUIPMENT (NO CHANGE)

ARTICLE 45. UNIFORMS (NO CHANGE)

ARTICLE 46. GENERAL ABSENCES (NO CHANGE)

ARTICLE 47. FLIGHT BENEFITS (NO CHANGE)

ARTICLE 48. NOTIFICATION TO THE UNION (NO CHANGE)

ARTICLE 49. DURATION (NO CHANGE)

# PART-TIME (RAMP and LOADER) EMPLOYEES ADDENDUM

In the event the Employer establishes a separate facility for the purpose of loading and unloading its planes (i.e. not setup as part of a station) the classification of ramp worker may be utilized. All provisions of the Local Rider shall prevail unless specifically abridged by the provisions of this Addendum. The Employer will make good faith efforts to publicize and promote these positions in the greater Seattle area through local colleges and vocational schools.

# BIDDING AND JOB OPENINGS

Part-time workers shall be guaranteed three (3) hours work or pay per shift in the am operations and three (3) hours work or pay in the pm operations. They may volunteer to work both shifts, but shall not be required to do so. Work assignments shall be bid quarterly.

#### HOURS OF WORK

The workweek shall be Monday through Sunday for the am and p.m. shifts. Sunday work shall be performed according to seniority and shall be compensated at the rate of two (2) times the hourly rate with a three (3) hour guarantee. The sixth (6th) consecutive day shall be compensated at the rate of one and one-half (1 1/2) times the employee's hourly rate. The starting and end times for Ramp workers shall coincide with the arrival and departure of the mainline aircraft. There shall be regular scheduled starting times for Part time employees. They shall be compensated from their report to work time until released from duty, consistent with the provisions contained in this section.

It is understood that the Ramp worker classification may only be utilized on the ramp at any mainline aircraft operation, i.e. Seattle Tacoma Airport, Paine Field or Boeing Field etc. during the life of this contract. Loaders may only be utilized at the station to load and unload trucks and containers and other duties associated with the am and pm sort operations. However, as needed, in order to full-fill their daily guarantee, or emergencies, employees may volunteer to work at either operation. Travel time between the facilities shall be counted as work time.

Ramp workers will not operate any vehicle away from the immediate proximity of the DHL ramp area (defined as the area immediately around the Employer's airplane(s)). Ramp workers and Loaders will not pick up or drop off any type of freight to the airlines, and will not perform any shuttle runs. Ramp workers will not perform dock work. Loaders will not operate any vehicle other than forklifts at the station.

# VACATIONS

Part-time Ramp and Loader employees who have completed one (1) full year of service shall be eligible for vacation consistent with the terms set forth in the National Agreement. The vacation bid shall take place in February of each year, and each employee shall bid his/her vacation in full-week blocks. There shall be no pay-out or carryover of unused vacation. T/A

A maximum of two (2) employees per shift shall be permitted to take vacation in a given week in the Ramp operations, and a maximum of one (1) employee per shift per station shall be permitted to take vacation in the Loader operation. T/A

# DRIVER OPENINGS

Per Article 30 of the Local Rider, Part-time workers will be listed on a separate master seniority list and also by location. Part-time Workers who are qualified may bid into open Driving positions, and the Employer shall fill such openings from interested employees before hiring from the outside. Employees must notify the Employer in writing of their interest in filling an open position. A Ramp Worker who successfully bids into a driver position may have a forty-five (45) day probationary period in which to learn the job. After completing the probationary period, he/she shall be placed on the driver seniority list with a seniority date <u>and</u> <u>starting wage rate</u> as of the first (1st) day of employment in the new position (<u>provided that no employee shall suffer a</u> <u>reduction in pay</u>) but shall retain his/her Company seniority for fringe benefit purposes. T/A

If an employee does not satisfactorily complete the probationary period in the new position, he/she may return to the ramp worker classification based on Company seniority.

Wages for Part-time workers hired after June 6, 2008 shall be as provided for in Article 19 of the Pick Up and Delivery Supplement:

Start:	\$
<del>12 mos:</del>	<del>\$</del>
<del>24 mos:</del>	<u></u>
<u> 36 mos:</u>	

The wages for the Part-time workers hired prior to June 6, 2008 shall be as follows:

April 1, 2014	•
<del></del>	Ψ
April 1 2015	¢
April 1, 2013	Ð
 April 1 2016	C
 April 1, 2010	φ

All Loadmasters shall receive \$10.00 compensation per load.

# HEALTH AND WELFARE

The Employer shall provide health and welfare benefits comparable to the driver's contractual benefits, for all ramp employees and dependents at the Employer's cost. Coverage for employees hired after ratification of this agreement shall commence in the fourth full month of employment after commencement of employment. (Employees hired after June 6, 2008 but prior to ratification of this Agreement shall be eligible for benefits under this provision the first full month after ratification.)

#### PENSION

Pension Benefits for Ramp Workers shall be as provided for in Article 42.

#### SIDE LETTER

During bargaining the parties recognized the desire to recognize senior employees seniority rights contained in Article 22 of the National DHL Agreement. Until a method is developed to reduce the need for Class "B" licenses or generate more junior qualified drivers, e.g., replacement of equipment requiring a Class "B" or training of sufficient junior drivers to obtain such license, the following premium shall apply: T/A Drivers with a Class "B" CDL shall receive \$.50 per hour in addition to their regular hourly rate of pay for all hours worked in a shift when operating equipment requiring such license. T/A

# SIDE LETTER

For retuning employees, for the purpose of years of service awards and safety awards, the employees' prior years' service shall be recognized. T/A