

# SUMMARY OF TENTATIVE LOCAL 986 OFFICE CLERICAL 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 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.

## ARTICLE 21. UNION SECURITY [NO CHANGE]

## ARTICLE 22. HOLIDAYS [NO CHANGE]

## ARTICLE 23. VACATIONS

1. Employees covered by this Agreement shall be entitled to annual vacations as follows:
  - a. For one (1) year of continuous service one (1) week vacation with pay;
  - b. For two (2) years of continuous service two (2) weeks vacation with pay;
  - c. For five (5) years of continuous service three (3) weeks vacation with pay;
  - d. For ten (10) years of continuous service four (4) weeks vacation with pay;

e. For fifteen (15) years of continuous service and each year thereafter five (5) weeks vacation with pay.

2. Vacation allowance will accrue during each calendar month for which an employee received pay for one hundred-twenty (120) or more hours from the Company, except for absence due to on the job injury, accident, illness or death in the immediate family, as defined in the sick leave clause. Vacation accrual will not apply for any absence due to illness for more than four (4) months except for maternity leave.
3. Payment for each week of vacation for full-time shall be for forty (40) hours at the applicable rate including shift differential in effect at the time of vacation and vacations shall be taken at a time, mutually agreed to between the Employer and employee.
4. In the case of severance of employment, an employee with more than six (6) months of service shall be entitled to vacation based on the following schedule:
 

a. 6 months	- 2 days
b. 7 to 9 months	- 3 days
c. 10 to 12 months	- 4 days
5. Compensation for the vacation period shall be computed at the straight time rate in effect at the time of vacation. Vacations shall be taken at a time mutually agreed to between the Employer and the employee and vacation selection will be based on seniority.
6. When one of the recognized holidays falls within an employee's vacation period, the employee shall receive an extra day's vacation or pay in lieu thereof,
7. Employees who work Sunday as a part of their regularly scheduled workweek shall receive vacation pay for Sundays at one and one-half (1½) times the basic hourly rates. **This provisions shall not apply to new full-time positions above thirty-one (31) positions in the cluster, up to a maximum of fifteen percent (15%) total full-time shifts per facility (with not less than one (1) shift per facility**
8. The company will allow at least ten (10) percent of each location's work force, rounded to the next highest whole number, scheduled off on vacation per week. The vacation week will be Sunday through Saturday.

The Company shall post for bid between February 1st and February 15<sup>th</sup> a vacation schedule for the following year. The Company shall open the entire calendar year for

vacation bidding. Seniority will be honored in awarding said request. The company will then post the award no later than February 28<sup>th</sup> (29<sup>th</sup>). All unbid and unused vacation will be awarded on a first come first served basis. The Company shall respond to employee request(s) for unbid vacation, within two (2) weeks after request.

On the vacation bids, the company will designate two (2) specific weeks in December during which a minimum of two (2) employees at each location, per week, will be allowed to take vacation.

In the case of those locations having less than ten (10) employees in the workforce at the time of ratification of this agreement and for the term of this agreement, the Company will allow at least ten (10) percent of each locations work force, rounded to the next highest whole number and with a minimum of one (1) at each location scheduled off on vacation and floating holidays combined per week.

9. Employee's may work during their vacation and will be paid at time and a half of their hourly wage rate.

Any employee wanting to work overtime while on vacation shall notify the Company in writing. Should the Company not be able to reach him, he will be charged for the time on the overtime schedule. Vacation starts with the first day off prior to vacation, and ends with the last day off prior to returning.

10. Employees who have accrued three (3) or more weeks of vacation and who have used all sick leave, shall be allowed to convert one (1) week of vacation to sick leave, on a one day at a time basis, for bona fide illness. Such employees may convert a second week of vacation per year in a block of five (5) days of bona fide illness of the employee or an immediate family member.

#### **ARTICLE 24. SICK LEAVE**

1. Employees who have attained full time seniority as of the prior 2003 ratification date shall continue to receive ten (10) paid sick days per year at the employee's regular rate of pay. Employees hired or promoted on or after such date shall receive ~~six~~ (6) paid sick days per year at the employee's regular rate of pay, subject to the following conditions:
  - a. At the employee's option, the Company will pay five (5) of the next year's ten (10) sick days on the second pay period in December of each year. Management will make this option available no later than December 1<sup>st</sup>. If this option is elected, five (5) unpaid days remain on the book for attendance purposes only, not to be counted as unexcused absences nor accumulated.

- b. A part-time employee promoted to full-time will continue under the part-time sick time provisions until what would have been his/her next part-time anniversary date had he remained part-time. Immediately following this date, the employee will receive additional unpaid sick days prorated at ten twelfths (10/12) for every month remaining until his first full-time anniversary date rounded to the nearest whole number.

On the employee's first anniversary date as a full-time employee he/she will be credited with paid sick time as provided in Section 1 above and there after will continue under full-time sick time provisions

2. Each employee has the option to accumulate unused sick leave in a Sick Leave Bank from one year to the next with the maximum accumulation not to exceed thirty (30) days or two hundred and forty (240) hours annually.
3. Upon request all unused sick leave, regardless of when accrued, but not to exceed a maximum of fifteen (15) days, will be paid out on an annual basis on the second pay period following the employee's anniversary date of employment. Such payment shall be made at the straight time rate of pay in effect on the anniversary date.
4. When an employee is receiving Workmen's Compensation payments or State Disability benefits, the employee may choose to supplement the employee's Compensation Disability benefits to the equivalent of the normal weekly straight time pay for up to forty (40) hours from the employee's accumulated sick leave bank. Only this supplemented pay shall be subtracted from the employee's total accumulated sick leave.
5. Time taken off the job for the purpose of medical or dental appointments for their dependents will be charged against an employee's sick leave and a doctor's note will be required.
6. Upon lay-off, the Company shall pay the employee one hundred percent (100%) of all his/her unused sick leave. Upon voluntary resignation, the Company shall pay the employee fifty percent (50%) of all his/her unused sick leave.
7. If an employee calls in sick, their shift may be replaced depending on available coverage. If the employee will be more than two (2) hours late after their scheduled start time, the employee will not be allowed to report to work except when it is for those reasons specified in Section 5, above. The employee will be paid sick pay for the day if the employee has sick leave available. If the employee has no sick leave available, they will be charged an unexcused absence.

8. If an employee with unused sick leave leaves work early more than twice in a rolling thirty (30) calendar day period, the third and/or subsequent early departures will be unexcused and without pay, except for those reasons specified in Section 5, above.
9. Sick leave will be payable in rounded up hourly increments or for full days of absence. Rounded up sick leave will not be considered time worked for the purpose of computing overtime. Sick leave taken for the purpose of medical or dental appointments for you or your dependents for which a doctor's note is provided will not be rounded up.
10. Early Outs: When the Company determines that it does not need all of its employees for any day or part thereof, it shall offer the employee in the operation affected the opportunity to take time off, on a seniority basis. Any time off accepted will not be charged against the employee's sick time, will be excused and will be without pay.
11. An employee may take an additional 5 days off with the option of using sick leave bank or non-paid time.

**ARTICLE 25. SENIORITY [NO CHANGE]**

**ARTICLE 26. QUALIFICATIONS, TRAINING, AND TRIAL/PROBATIONARY PERIODS [NO CHANGE]**

**ARTICLE 27. JOB BIDDING**

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 2014.

1. Job openings in existing job classifications, or new job classifications, shall be posted for three (3) consecutive days. Such bids shall go into effect no later than five (5) working days from the date of the award unless such award would create disruption of work. However, in no case later than twenty (20) working days.
2. Selection for filling jobs opened for bid will first be made on a Company seniority basis; provided the senior employee possesses sufficient work experience (has performed the job in the previous 367 days); training (has passed the qualification exam in the previous 367 days); physical ability; and the work record to perform the work of the job for which they are bidding.
3. The Company will award the bid to the senior qualified employee who signed the original bid, and such employee shall also be subject to a forty-five (45) workday trial period. If such employee fails the trial period, he or she shall be returned to his or her previous position or where his/her seniority prevails. In the event that a trial

employee fails to pass the trial period the Company will first offer the bid position to all those qualified bidders whom originally signed the bid sheet (re-bid). In the event that no qualified bidders exist at the time of bidding or re-bidding of a shift, the Company will postpone the awarding of the bid for thirty (30) days in order to allow all unqualified bidders an opportunity to qualify for subject bid. During this thirty (30) day period the Company may fill this shift with any means available to ensure the work is completed. If at the end of this thirty (30) day period no employee completes the required qualifications the Company will hire a new employee to fill the vacancy.

4. The Company will list the hours, days of the week, and the-Job Classification of the job up for bidding. Job Classifications will be as per Appendix A, Job Classifications and Wage Rates.

Examples of Job Classifications;

- 1) Customer Service.
- 2) International Customer Service.
- 3) Operation Agents.
- 4) Operations Agents International.

Nothing in this section shall limit the Company's ability to assign other duties to any employee.

5. The Company must bid any permanent job vacancy within seven (7) days from the date it becomes available, or else cancel the shift.
6. Annual terminal bid shifts for all offices will be held in January. The bids will be awarded on a terminal seniority basis.
7. **The designated Union Representative and Shop Stewards shall be given copies of any master bid seven (7) days prior to posting. At the Union's request, the Company will meet and discuss any suggestions or concerns the Union may have prior to the implementation of the bid. The discussions will not delay the implementation of the bid.**
8. When the company changes an existing shift by no more than thirty (30) minutes, the change will be offered in seniority order to all employees in that classification on that starting time. If no one accepts the change it will be assigned to the junior employee in that classification on the original starting time. When there is only one employee on that shift, it will be bid and awarded by terminal seniority.  
  
When the company requires changing an existing shift by more than thirty (30) minutes but not exceeding two (2) hours, it will be bid and awarded by terminal seniority.
9. When the company requires changing an existing full time shift exceeding two (2) hours or more from the most recent bid, it will be considered a new position, and will

be bid and awarded by master seniority.

10. Full-time jobs open for a period of over 30 calendar days due to absences, shall be bid 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.

- a. Part-time employees replacing full-time employees shall receive the full-time hourly guarantee, and starting from the 31<sup>st</sup> workday, will receive the minimum full-time rate of pay.
- b. An employee on disability will not lose seniority while on disability or worker's compensations, but instead have the right to bump based on seniority from most recent master bid.
- c. An employee on disability or worker's compensation will have the right to bid by giving the Company up to ten (10) preferences.

11. Given the intent to operate separate office facilities within the jurisdiction of the contract, it is agreed that each such office shall have its own separate seniority roster, and terminal seniority shall prevail in all cases, including overtime, replacement of vacancies in existing shifts and absenteeism, except as follows:

- a. If a full-time, full-time split-shift or regularly scheduled part-time employee's shifts canceled at one office, then said employee may bid into any other office, and be dovetailed into that office's seniority roster, based on company seniority.
- b. If one or more offices are split, then all full-time, full-time split shifts and regularly scheduled part-time employees at the office that was split shall have the right to bid into jobs at the new office, and be dovetailed into that office's seniority roster, based on company seniority.
- c. If a new position is added to the workforce, or an existing position is permanently vacated due to quit, termination, death, etc., that position shall be filled by master seniority. The position vacated by the successful bidder and all additional job openings generated by that bid shall be filled by master seniority.

12. Any shift bid posted that in turn needs to be canceled before awarded, must be canceled within forty-eight (48) hours of posting. Once a shift bid has been awarded, it may not be canceled before the shift effective date.

13. All bids must be added, canceled, changed, etc., by the bid number off the most recent bid.

14. Upon cancellation or a bump from a bid shift, the

incumbent employee may bump into any other shift where his/her seniority permits. The affected employee must inform the Company within three (3) days of his/her preference.

In the event of a closure of an office (example: QLA), those positions shall be considered cancelled and bidding will proceed according to above provisions.

- 15. In the event an employee is on vacation, disability or workers compensation during the annual bid, the employee shall provide, in writing, his/her top ten (10) preferences for shift bid purposes. The Company shall use his/her top ten (10) preferences to assign his/her annual shift bid in accordance with the procedures of this Agreement.
- 16. Attendance shall not be cause for disqualification from any bid.
- 17. In the event the company moves/re-locates any existing shift(s) to another facility, the shift(s) shall be considered cancelled and re-bid by master seniority.

#### **ARTICLE 28. HOURS OF WORK, OVERTIME, MINIMUM DAY, SHIFT DIFFERENTIAL, COFFEE BREAKS, JURY DUTY AND PAY DAYS**

- 1. Hours of Work: The workweek shall be five (5) consecutive eight (8) hour days or four (4) ten (10) hour days as scheduled by the Employer with a guaranteed minimum of forty (40) hours of work for the scheduled workweek. The five (5) consecutive eight (8) hour days will be either Monday - Friday or Tuesday - Saturday shifts. The four (4) ten (10) hour shifts will have two (2) consecutive days off one of which would be Sunday. **These day of the week restrictions shall not apply to new full-time positions above thirty-one (31) positions in the cluster, up to a maximum of fifteen percent (15%) per facility (with not less than one (1) shift per facility).**
- 2. Overtime: One and one-half (1-1/2) times the regular rate of pay as herein provided shall be paid for all hours worked:
  - a. In excess of eight (8) hours in any one (1) day.
  - b. In excess of forty (40) hours in any one (1) week. Sick leave paid but not worked shall be considered as time worked for the purpose of computing overtime except as per provisions outlined in Article 4, Section 9.
  - c. For the first eight (8) hours worked on the sixth (6th) day.
  - d. In the event an employee is required to report for work before the start of his regular scheduled shift, for

the first four (4) hours of such pre-shift hours so worked,

- e. Employees covered by this Agreement scheduled to work on Sunday as a part of his regular workweek shall be compensated at one and one-half (1 1/2) times his basic hourly rate for the first eight (8) hours worked on Sunday. **This provision shall not apply to new full-time positions above thirty-one (31) positions in the cluster, up to a maximum of fifteen percent (15%) per facility (with not less than one (1) shift per facility).**
- f. Two (2) times the hourly rate will be paid for all hours worked in excess of twelve (12) hours of work in a day and for all hours worked on the seventh (7th) consecutive day worked and for all hours worked in excess of eight (8) hours on Sunday when an employee is scheduled to work Sunday as part of his regular workweek. **This provision shall not apply to new full-time positions above thirty-one (31) positions in the cluster, up to a maximum of fifteen percent (15%) per facility (with not less than one (1) shift per facility).**
- g. All hours worked on Sunday shall be paid at two times (2x) the applicable hourly rate of pay, except where Sunday is a regularly scheduled workday.
- h. The Company may extend a regular full-time shift up to ninety (90) minutes. Overtime hours in excess of ninety (90) minutes shall be offered as per provisions of paragraph 1 of this section. Shifts offered shall be in blocks of four (4) hours maximum. If the extended employee exceeds the allotted ninety (90) minutes the Company will pay that station's senior employee for actual overtime worked by extended employee.
- i. An employee who has an unexcused absence during his bid workweek may bid for work offered out of that bid week in order to fulfill his guarantee, but will not receive overtime pay for such work performed. An employee who fails to protect a bid premium shift twice within thirty (30) calendar days will be removed from premium day overtime eligibility for thirty (30) calendar days.
- j. When overtime is necessary, the supervisor in charge will attempt to give the employee affected at least an hour notice so that the employee will be able to make arrangements that are necessary.

k. There shall be no pyramiding of overtime pay (no time and a half of time and a half).

- l. Premium Day Work (Monday, Saturday, Sunday and Holidays) & Daily Overtime:

The opportunity to work Premium Day and Daily overtime shall be distributed among all employees on an as equal as possible basis at premium pay. Procedures to accomplish this shall be developed as work rules (Rotating Wheel).

- m. Each terminal/station shall distribute overtime among eligible employees on the bases of a rotating overtime procedure:

1. Each employee interested in being eligible for overtime, shall notify the terminal/station in writing of their desire, in order to be called in for overtime.
2. Each terminal/station shall establish its own list of overtime participants which shall include all employees who have given written notice of their desire to work overtime at the terminal/station.
3. All overtime shall be offered first to all full-time employees at the terminal/station where the overtime occurs in order of rotation by station seniority, then to reduced full-time, and then to part-time employees at the terminal/station where the overtime occurs in order of rotating station seniority.
4. Thereafter, if work exists after this procedure is complete, then the overtime must be offered in order of rotating master seniority to full-time employees, who have a letter on file to work at their terminal/station, then to reduced full-timers, and then to part-timers who have a letter on file to work at the terminal/station, in order of rotating master seniority.

3. **Minimum Day:** Any regular full time employee called and reporting for duty on any regularly scheduled work day shall be guaranteed a minimum of eight (8) or ten (10) consecutive hours of work exclusive of lunch time, which shall be not less than thirty (30) minutes nor more than one (1) hour and exclusive of any pre-shift overtime hours worked. If an employee is required to work between the third (3<sup>rd</sup>) and fifth (5<sup>th</sup>) hour of an eight (8) hour day or fourth (4<sup>th</sup>) and sixth (6<sup>th</sup>) hour of a ten (10) hour day in any one (1) work day without commencing his lunch period, he shall receive pay at the applicable overtime rate in addition to pay for all hours worked for his regular lunch period.

4. Shift Differential:

- a. Any shift starting at 12:00 noon or later and before 6:00 p.m. shall be considered swing shift.
  - b. Employees covered by this Agreement shall receive a shift differential of twenty-five cents (\$0.25) per hour as additional compensation over the basic rate for all hours worked on swing shift.
  - c. Any shift starting at 6:00 p.m. or later and before 6:00 am. shall be considered as graveyard shift.
  - d. Employees covered by this Agreement shall receive a shift differential of thirty cents (\$0.30) per hour as additional compensation over the basic rate for all hours worked on a graveyard shift.
  - e. When an employee works more than one (1) shift during his workweek, he will receive the highest shift differential for those hours worked during such shift.
  - f. Shift differential will be included as part of the base rate for the purpose of calculating overtime.
5. Coffee Break: All employees shall be granted a fifteen (15) minute coffee break approximately half way through the first half of their shift and fifteen (15) minute coffee break approximately half way through the second half of their shift. Such coffee breaks shall be taken without loss of pay and the employee shall not be required to make up such time.
6. Pay Days: Pay day shall be on Thursday unless it is a Holiday. In that event the Pay Day will be the work day immediately prior to the Holiday.
- a. Paycheck errors, after having been brought to the Company's attention, shall be corrected in the next regular pay period. If not so corrected, the Company shall pay a penalty of \$25.00 to the affected employee.
7. The scheduled starting time for each employee shall be uniform during the workweek except on Saturday, when bids may vary by up to one (1) hour at all locations. All bids will indicate shift hours.
8. When employee is temporarily assigned by his supervisor to a higher rated classification, he shall receive the higher rate of pay for the scheduled hours such work is performed. When an employee is temporarily assigned to a lower classification he shall receive his regular rate of pay for all work so performed.

**ARTICLE 29. CLERICAL SPLIT SHIFTS**  
[NO CHANGE]

**ARTICLE 30. PART-TIME EMPLOYEES**

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:
  - a. Regularly scheduled part-time employees shall be guaranteed five (5) four (4) hour days, as scheduled by the Company, with a guaranteed minimum of twenty (20) hours of work per week.
  - 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.
  - c. On-call part-time employees shall be guaranteed four (4) hours of work or pay, when called to work.
  - d. The Company will provide a list of On-call part-time and their respective classifications to the union every six (6) months.
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.

- c. On call part-time employees
  - d. Regular full-time employee's in order of seniority.
  - e. 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.
4. 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) weeks.
  5. Part-time employees shall receive one (1) fifteen (15) minute paid coffee break per shift.
  6. 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.**
  7. The only provisions of this Local Rider which apply to part-time employees are Articles 21, 25, 26, 27, 28 (excluding Sections 1, 2(d), and 3), 30, and the relevant appendices.
  8. When a regularly scheduled part-time employee fills a full-time vacancy hereunder, his seniority as a full-time employee shall accrue from the date upon which he becomes a full-time employee.
  9. Regularly scheduled part-time employees will receive prorated vacation based on straight time hours worked the previous year:
    - a. One (1) to **three (3)** years' employment, 1/52 of straight time worked the previous year;
    - b. **Three (3)** to **ten (10)** years' employment, 2/52 of straight time hours worked the previous year;
    - c. Ten (10) years employment and thereafter, 3/52 of straight time hours worked the previous year.
  10. The probationary period for regularly scheduled part-time employees shall be sixty (60) working days.
  11. 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 of the periods to have four (4) 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.

All regularly scheduled part-time shifts shall be bid on a seniority basis and awarded to senior qualified regularly scheduled part-time employees, according to the provisions of Article 26 and Article 27.

Before hiring from the outside the Company shall first promote the senior full time reduced employee. If no reduced full time employee is available then the Company shall promote the senior regularly scheduled part time employee into any full-time or full-time split-shift vacancy that occurs, according to the provisions of Article 26 and Article 27.

12. Regularly Scheduled Part-time Wage Rate: **HOLD FOR ECONOMICS**
13. Regularly scheduled part-time employees with two (2) continuous years of service will be eligible for shift differential.
14. In accordance with the Clerical Operational Supplement, the Company will continue to participate in the current health plans and will contribute up to one dollar (\$1.00) per hour per year per covered employee to be divided between health and welfare and pension as decided by the Area Co-Chairs.
15. The Company shall keep a separate list of part-time hours for each district facility.
16. Regularly Scheduled Part-Time employees will be eligible for five (5) holidays: Christmas Day, New Years Day, Thanksgiving Day, Memorial Day and Labor Day. Part-time holidays will be compensated at four (4) hours of straight time per holiday listed above.

Any part-time employee hired on or after June 6, 2008 shall be paid pro-rated holiday pay based on the hours worked the two weeks prior to the holiday.

#### **ARTICLE 31. APPENDICES [HOLD FOR ECONOMICS]**

#### **ARTICLE 32. DURATION [NO CHANGE]**

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.