

**Local 174 Pick-up and Delivery Local Rider**  
**Effective**  
**April 1, 2008 to March 31, 2013**

## **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 May 1, and shall prevail over the specific terms of those agreements only to the extent specifically provided herein.

## **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 April 1, 2008 and shall continue in force and effect through March 31, 2013 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."

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 70 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**

The term "Employees" as used in this Agreement includes both male and female employees covered by this Agreement. In addition, wherever in this Agreement the masculine gender is used, it will apply to the feminine gender as well.

Wherever the word "qualified" is used in this Agreement it shall only be interpreted to mean that employee be licensed by the proper governmental authority to operate the vehicle assigned and have complied with Department of Transportation requirements relating to physical examinations.

The company vehicle is to be locked at all times when the driver is not in physical contact with his/her

vehicle. The Union and Company agree on the serious nature of losses resulting from employee's failure to properly secure their vehicle.

## **ARTICLE 25. UNIT WORK PRESERVATION**

The Employer must not make unilateral changes in wages, hours, or other terms and conditions of employment of unit employees, without prior good faith consultation and bargaining with the Union, concerning the effects of such changes.

Employer agrees that work now performed by or hereafter assigned to members of the bargaining unit will not subsequently be performed by non-unit employees. Accordingly, the parties agree that supervisors will not perform the work of employees they supervise except during training, demonstration and safety education. The employee being trained shall be present and paid for all time involved.

The work of Local 174's bargaining unit must be performed only by employees belonging to said unit.

Grievance settlements and awards arising out of this section shall be paid to the grievant.

## **ARTICLE 26. EMOLUMENTS**

Employees (prior to the effective date of this Agreement) enjoying more favorable working conditions or receiving or entitled to more pay, holidays, fringe benefits or vacation privileges than those designated in this Agreement shall not suffer from the application of this Agreement and shall also receive any increases in pay, holidays, fringe benefits or vacations provided in this Agreement, except for negotiated Contract revisions.

## **ARTICLE 27. EXAMINATIONS**

All costs of any employee examination(s) required by any governmental act, regulation or agency shall be paid by the Employer and employee(s) shall be compensated at straight time for all time thereby consumed.

This Section does not apply to examinations for drivers or chauffeurs licenses nor to necessary examinations before first qualifying for employment. If the employer requires that employees obtain a commercial drivers license or additional endorsements, the employer shall be required to pay for such endorsements.

The Employer will execute and pay for all identification, documents, proof of citizenship or any other means, including time spent, required by the Employer and/or the Employer's customer(s) to ensure that the employee shall have access to any job location he/she is being dispatched to.

## **ARTICLE 28. SAFETY**

All vehicles shall be maintained in a clean and sanitary condition including but not limited to windshields. The Employer will make sure proper cleaning solutions and equipment are readily available to the employees in order to comply with this section.

No employee shall be required to handle any packages alone or equipment where they have a reasonable concern for their safety. In such cases, the Employer shall provide appropriate assistance to ensure the safety issues are addressed.

The Company will maintain all containers in a safe and working condition. Hand trucks shall be provided to drivers as reasonably requested.

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

### **Section 1. PAY**

Employees, whether paid by cash, check, draft or voucher shall receive itemized statement of all earnings and deductions, i.e., regular hours, overtime hours, holidays, vacations, mileage (if any) subsistence, layover, taxes, FICA, etc.

Upon termination, all monies due shall be paid on the first following pay day.

All employees covered by this agreement shall be paid in full by the next following week. The pay period shall be Monday through Sunday.

Not more than seven days shall be held on an employee's paycheck. Each payday shall be on the Thursday following the end of the pay period.

All employees covered by this Agreement shall be paid for all time spent in service of the Employer. Rates of pay provided for by this Agreement shall be minimums. Time shall be computed from the time that the employee is ordered to report for work and registers in and until the employee is effectively released from duty.

The Employer will not allow employees to work prior to their start time without appropriate compensation.

Wages for properly selected vacations, in all instances, will be paid to the employees no later than the workday prior to their vacation. If the employee does not receive his/her vacation check, the Employer will make all reasonable efforts to provide the check the following day including delivery by Saturday or Express delivery.

The Company will continue their endeavor to work toward a solution of taxing all checks at the employee's regular withholding tax rate.

### **Section 2. TIME CARDS**

A weekly time card report 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

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 days 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 hired prior to ratification may drive in the a.m. or p.m. but in no event shall they work a split shift.

Part time employees hired after ratification will be subject to the restrictions contained in the Pick Up and Delivery Operational Supplement.

The order of call will be:

Cover Driver  
Grandfathered part-time drivers hired prior to ratification  
(p.m.) full-time drivers (start time after 11 a.m.) Full-  
time, pre-seniority drivers

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.

Full-time and part-time employees shall be placed on separate seniority lists as of their first date of hire in their status as full-time or part-time employees with the unit 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 employee transitioning to full-time 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 full-time employee 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 copy of the seniority lists shall be posted, and also furnished to the Union. During the months of January, April, July and October of each year the facility seniority list shall be updated and remain posted. 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.

Given the intent to operate separate stations within the jurisdiction of the contract, it is agreed that each station shall have its own separate seniority lists (full-time and part-time) and station seniority shall prevail in cases of overtime, replacement of shifts, absenteeism and scheduled days off.

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**

### **Section 1. Initial Station Bid - Full-Time Drivers**

Within three (3) months following the ratification of this Agreement, the Employer shall post for bid all available driver/dock positions at each station covered by the terms of this Section. 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. 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 at each station 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.

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.

### **Section 2. Annual Bid**

A master 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. Subsequent transfer between facilities covered by this agreement shall be limited to those exceptions listed in this Section.

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 am and end at 5:30 pm each day of the master bid process.

### **Section 3. Station Bid**

There shall be a maximum of one (1) station bid per calendar year, unless by mutual agreement of the parties.

When any of the stations covered by this agreement has excess work, employees may be dispatched from any other station covered by this agreement, but will clock in and out at their domicile station. Employees so dispatched will work under the direction of the station needing help.

## **ARTICLE 32. LAYOFF & RECALL**

Station Seniority shall prevail in all day-to-day layoffs and recalls; a reasonable notice must be given.

Master seniority shall apply in the event of layoff/recall that extends beyond one week or the opening/closing of facilities.

In the event of an extended layoff (beyond five days) and in accordance with the provisions contained

in this Article, the laid off employee may exercise his/her seniority to fill the junior position on the Master Seniority list for a two (2) week period until a mini-master bid can take place. At that time, where seniority issues necessitate the need for a mini-master bid, such bid shall be completed within the two (2) week period. No employee on vacation or an approved leave shall lose his/her right to bid as a result of this provision.

### **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) and Grandparents.

Part-time employees on the seniority list at the time of ratification shall receive four (4) hours pay at the appropriate rate after completion of the probationary period. Part-time employees on the seniority list at the time of ratification 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 full-time employees.

### **ARTICLE 34. JURY DUTY**

Part-time employees on the seniority list at the time of ratification shall receive four (4) hours pay at the appropriate rate after completion of the probationary period. Part-time employees on the seniority list at the time of ratification who have averaged thirty (30) hours or more in the two weeks preceding the week, in which the jury duty falls, shall be compensated for the jury duty as if they were full-time employees.

Employees, with seniority, called for any jury service and taken from work shall be reimbursed for any loss, while actually responding to such call, provided the employee furnishes copies of checks or vouchers received for service. An employee answering a subpoena, as a witness to an issue that happened while on the clock shall be kept whole in relation to lost work.

### **ARTICLE 35. SICK LEAVE**

This agreement shall provide for forty-eight (48) hours of sick leave for full-time employees per contract year twenty-four (24) hours for part-time employees on the seniority list at the time of ratification. Sick leave must be used in conjunction with bona fide sickness except as stated otherwise in this Article.

Sick leave not used by March 31, of any contract year at the employee's option will either be paid the following week at the hourly rate in existence on March 31 or accumulated in a "sick leave bank." Up to 240 hours may be accumulated in an employee's bank. Sick Leave will be paid on the basis of eight (8) hours or four (4) hours or ten (10) hours at the applicable hourly rate of pay. Banked hours cannot be cashed out unless an employee can demonstrate proof of illness or injury or upon employee's separation from employment in which case the employee shall receive 100% pay off of banked hours.

Sick leave will be paid to eligible employees beginning on the first (1st) working day of absence due to sickness or accident except where the employee is hospitalized prior to that date when it will be paid beginning on the date of hospitalization.

Hospital Leave - In addition to Sick Leave contained in this Article, each seniority employee shall receive an additional five (5) days per year for hospitalization only. There shall be no cash out of Hospital Leave if unused, and the employee must be admitted on an inpatient basis to be eligible for the benefit. Exception: This benefit will not be paid for drug or alcohol treatment. This benefit shall be paid at the employee's regular rate of pay and daily guarantee.

Part-time employees on the seniority list as of the date of ratification who are compensated for more than fifteen hundred (1500) hours during a contract year shall be cashed out for or allowed to bank all unused sick leave at an eight (8) hour rate of pay per day. Part-time employees on the seniority list as of the date of ratification who are compensated for less than fifteen hundred (1500) hours during a Contract year shall be cashed out or allowed to bank for all unused sick leave at a four (4) hour rate of pay per day.

### **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 Work Anniversary Date
- Floating Holiday
- 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.

Holiday pay shall equal eight (8) hours for full-time employees. Part-time employees shall receive four (4) hours holiday pay 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 employee who replaces a full-time employee 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.

Part-time employees added to the seniority list after the ratification of this Agreement shall receive paid holidays pro-rated based on the average number of hours worked in the two (2) weeks before the holiday.

## ARTICLE 37. VACATIONS

The following sets forth the rights of full-time employees, and part-time employees on the seniority list as of the date of ratification of this Local Supplement.

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 after 2 | (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:

<u>Eligible Weeks</u>	<u>February Sign-up</u>
One	One
Two	Two
Three	Two
Four	Two
Five	Three

Vacation pay for each week of accrued vacation shall be computed on the basis of 1/52<sup>nd</sup> of the employee's gross annual earnings. No employee shall receive less than forty (40) hours per week.

The Employer may prorate vacations for part-time employees with less than fifteen hundred (1500) compensated hours during an employment year. The formula shall be: All part-time employees 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 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.

Part-time employees shall receive pro rata pay, for earned vacation, upon termination of employment,  
Local 174 Pick-up and Delivery Side Letter

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.

Non-mandatory sign-up weeks can be taken subject to current provisions of this Article. Vacation sign-up weeks shall be limited to a maximum of fifteen percent (15%) plus one 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

In addition, a maximum of twenty (20%) 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:

- 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 may be taken between Thanksgiving and Christmas Day, subject to the following limitations:

- 2 employees per station from Thanksgiving to the end of the first week of December
- 1 employee per station from the second week in December through Christmas Day

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.

### **ARTICLE 38. SCALES AND CLASSIFICATIONS**

TENURE	4/1/08	10/1/08	4/1/09	4/1/10	4/1/11	10/1/11	4/1/12	10/1/12
--------	--------	---------	--------	--------	--------	---------	--------	---------

Hire	\$13.35								
6 Months	\$14.50								
12 months	\$15.65								
18 months	\$16.80								
24 months	\$17.95								
30 months	\$19.10								
36 months	\$20.25								
42 months	\$21.35								
48 months	\$22.62	\$22.97	\$23.37	\$23.82	\$24.22	\$24.67	\$25.12	\$25.62	

Rates of pay for part-time employees hired after April 1, 2008 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

Additionally, part-time employees hired after April 1, 2008 who perform p.m. driving shall receive an additional \$2.00 per hour.

The casual rate of pay is eighty-five percent (85%) of the current hourly rate.

## **ARTICLE 39. WORK HOURS**

### **Section 1. Application of Article**

#### **Full-Time Employees**

All full-time employees covered by this Local 174 Rider to the Operational Supplement as of the date of ratification 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. No employee hired prior to the ratification of this agreement shall be forced on to a Tuesday through Saturday or 4x10 bid.

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

### **Meal and Rest Periods**

Each employee shall receive two (2) paid fifteen (15) minute breaks during each eight (8) or ten (10) hour shift; each employee brought in for a four (4) hour shift shall receive one (1) paid break of fifteen (15) minutes during the first three (3) hours of work and one (1) paid break of fifteen (15) minutes no later than the end of the third hour of the second half of the shift. If an employee works ten (10) hours on a given day, he/she shall receive a third (3rd) paid break of fifteen (15) minutes.

There shall also be a lunch break of not less than thirty (30) and not more than sixty (60) minutes.

Such breaks shall be scheduled and taken per Washington State Regulations (RCW 49.12)

Employees are cautioned against lunch and break abuses.

### **Work Day - Work Week**

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<sup>1</sup>/<sub>2</sub>) 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 weeks posted notice

Qualified employees reporting for work, pursuant to instructions, are guaranteed four (4) hours (part-time employees hired after ratification are guaranteed three (3) hours). Employees with seniority reporting for work, pursuant to instructions are guaranteed four (4) and 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.

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 on a Tuesday through Saturday workweek.

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.

Grandfathered part-time drivers (those who are employed on the date of ratification, and who are scheduled to work fewer than forty hours) are guaranteed a minimum of four (4) consecutive hours on a given day. When a grandfathered part-time driver replaces a full-time employee this will not affect the rate, however, the grandfathered part-time driver will be guaranteed eight (8) hours of work or pay.

Part-time employees hired after ratification are those scheduled to work fewer than thirty-two (32) hours per week with a minimum of three (3) consecutive work hours on a given day.

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) 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 bid by inverse seniority should the bid not be filled by Wednesday at 23.59. Those forced to work Saturday will be paid at one and one-half (1-1/2) times the hourly rate of pay for the first eight (8) worked on Saturday. Each day (Saturday or Sunday) shall have its own bid. On Saturday the Company will employ one (1) four (4) hour overtime shift with an 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.

- 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 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:
- 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**

In April 2008, based on March 2008 hours, and for the duration of this agreement, the Employer shall pay into the Washington Teamsters Welfare Trust for every employee covered by this agreement, who was compensated for forty (40) hours in the previous month, the following, as well as any future increases contained in Article 41, for the duration of this agreement:

- A. Health and Welfare - the sum of seven hundred ninety-nine dollars and ninety cents (799.90) per month for benefits under the Medical Plan "A" plus sixty three dollars and forty-five cents (\$63.45) per month for the following optional benefit increases:

Life/AD&D - \$30,000 Life AD&D with \$3,000 Dep. Life	=	\$ 9.40
Time Loss - \$400 Dollars Per Week	=	\$20.00
Waiver of Premium - 9-month waiver	=	\$11.40
Long Term Disability -	=	\$ 6.25
Domestic Partner Medical	=	\$14.00
Domestic Partner Dental	=	\$2.20
Domestic Partner Vision	=	\$.20
 TOTAL -	 =	 \$ <u>63.45</u>

- B. Dental the sum of one hundred seventeen dollars and fifty-four cents (\$117.54) per month for benefits under "Dental Plan "A".
- C. Vision - the sum of eleven dollars and thirty-five cents (\$11.35) per month for benefits under "The Extended Plan."

Commencing January 1, 2008 and each January thereafter for the duration of this agreement the Employer shall pay an additional sum of ten dollars (\$10.00) per month for the RWT-Plus Plan added to the base rate of sixty-four dollars and eighty-five cents (\$64.85).

RWT – PLUS PLAN

1/1/08	\$64.85
1/1/09	\$74.85
1/1/10	\$84.85

1/1/11	\$94.85
1/1/12	\$104.85
1/1/13	\$114.85

In the event the Washington Teamsters Welfare Trust develops a new retiree medical plan or improves the benefit structure of the current plan so as to reduce the retirees cost, the Employer agrees to meet and negotiate over reallocating contracted wage increases for this purpose. Under no circumstances will the Company be subject to any increased costs, through increased contributions or otherwise.

Consistent with the provisions of Article 20 (i) of the Pick Up and Delivery Supplement, the Company shall maintain full maintenance of benefits for all benefits outlined in Article 41, for the duration of this agreement provided said increases do not exceed the one (1) dollar per hour for each year of the contract as allocated between health (as defined in the following sentence) and pension plans by the Area Rider Co-chairs, in writing. Any unused Health and Welfare, Dental, Vision, and RWT-plus amounts designated in writing by the Area Rider Co-chairs shall be utilized in order to off-set increased costs (if any) in successive plan years. Effective January 1, 2013 any unused allocated amounts shall be designated for use by either the pension plan or wages as designated by the mutual agreement of the Area Rider Co-chairs, writing.

In the event the amounts allocated by the Area Rider Co-Chairs are not sufficient to meet the amounts required to maintain benefits by the Trust(s), responsibility for such shortages shall be born by the employees on a monthly, lump sum, pre-tax basis. In the event of such an occurrence, the parties shall meet to establish the specific amounts required and designate the specific pay period in which they are to be deducted.

Payments required under the foregoing provisions shall be made on or before the tenth (10th) day of the month. Upon Union request, the Employer shall furnish copies of transmittals pertaining to benefits.

Contributions not paid by the established due dates shall be considered delinquent. Action for collection of delinquent contributions may be instituted by the Local Union or the Trustees. Employers who are delinquent shall pay all attorney fees and other costs of collection including audit fees and expenses.

The Health and Welfare Trust Agreement is, by this reference, incorporated herein and deemed a part hereof as though fully set forth. The Retirees' Health & Welfare Trust Agreement is, by this reference, incorporated herein as though fully set forth. Employer agrees to abide by terms of any successor Trusts.

Employer agrees to execute necessary Trust(s) forms and maintain above benefits and new benefits, consistent with uniform Trust(s) directives.

If during the term of this Agreement, health and welfare benefits provided herein are subject to mandatory modification by the Washington Health Service Act of 1993, or other state or federal regulation, the parties shall enter into negotiations regarding such required modifications: Provided,

that any modified health and welfare plan agreed upon pursuant to such negotiations shall provide benefits equivalent to those currently required under this Article, to the extent possible.

The Trustees may modify benefits or eligibility of any plan for the purpose of cost containment, cost management, or changes in medical technology and treatment. If increases are necessary to maintain the current benefits or eligibility, or benefits or eligibility as modified by the Trustees for the life of the Agreement, the Employer shall pay such increases as determined by the Trustees.

## **ARTICLE 42. PENSION**

### **Section 1. Employer Contributions**

Effective April 1, 2008 based on March 2008 hours, the Employer signatory to this Agreement shall contribute to the Western Conference of Teamsters Pension Trust for each employee covered by this Agreement an amount as directed in writing by the Area Rider Co-chairs. Contributions shall be remitted on the first two thousand eighty (2,080) hours of compensation earned during a calendar year.

EFFECTIVE APRIL 1, 2009, based on March 2009 hours, and all months thereafter not to exceed 2080 hours in a calendar year, the Employer signatory to this Agreement shall increase the contribution to the Western Conference of Teamsters Pension Trust for each employee covered by this agreement by an amount as directed in writing by the Area Rider Co-chairs, but in no event shall the increase exceed \$1.00 per hour, per year, for all insurance and pension benefits contained herein.

EFFECTIVE APRIL 1, 2010, based on March 2010 hours, and all months thereafter not to exceed 2080 hours in a calendar year, the Employer signatory to this Agreement shall increase the contribution to the Western Conference of Teamsters Pension Trust for each employee covered by this agreement by an amount as directed in writing by the Area Rider Co-chairs, but in no event shall the increase exceed \$1.00 per hour, per year, for all insurance and pension benefits contained herein.

EFFECTIVE APRIL 1, 2011, based on March 2011 hours, and all months thereafter not to exceed 2080 hours in a calendar year, the Employer signatory to this Agreement shall increase the contribution to the Western Conference of Teamsters Pension Trust for each employee covered by this agreement by an amount as directed in writing by the Area Rider Co-chairs, but in no event shall the increase exceed \$1.00 per hour, per year, for all insurance and pension benefits contained herein.

EFFECTIVE APRIL 1, 2012, based on March 2012 hours, and all months thereafter not to exceed 2080 hours in a calendar year, the Employer signatory to this Agreement shall increase the contribution to the Western Conference of Teamsters Pension Trust for each employee covered by this agreement by an amount as directed in writing by the Area Rider Co-chairs, but in no event shall the increase exceed \$1.00 per hour, per year, for all insurance and pension benefits contained herein.

The contribution to the PEER will be increased so that the PEER contribution equals 16.5% (rounded to the nearest cent) of the new total contribution to the basic plan. The contributions required to provide the Program For Enhanced Early Retirement are not taken into consideration for benefits accrual purposes under the basic plan. Such contributions shall be applied annually until such time as the hourly contribution rate contained in this Rider equals the contribution rate of the National Master Agreement.

The Employer agrees to execute all necessary Trust(s) forms and abide by the rules established by the Trustees to facilitate accurate determination of hours, contributions and collections. Upon Union request, the Employer shall furnish a copy of Pension transmittals.

For probationary employees hired on or after the ratification of this agreement, the Employer shall pay an hourly contribution rate of \$0.10, including \$0.01 for Peer/80, during the probationary period defined in Article 62, but in no case for a period longer than the first 90 calendar days from an employees first date of hire. If and when this period is completed, the full standard contribution rate shall apply. Contributions shall be calculated on the same basis as described above.

## **Section 2. Payments During Periods of Absence**

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of one (1) month after contributions for active employment ceases. If an employee is injured on-the-job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contribution shall not be paid for a period of more than twelve (12) months beginning with the first month after contribution for active employment ceases.

## **Section 3. Delinquent Contributions**

Contributions not paid by the established due dates shall be considered delinquent. Action for collection of delinquent contributions may be instituted by the Local Union or the Trustees. Employers who are delinquent shall pay all attorney fees and other costs of collection including audit fees and expenses.

The total amount due each month shall be remitted in a lump sum not later than ten (10) days after the last business day of the month.

## **ARTICLE 43. SETTLEMENT OF DISPUTES**

The right to process and settle grievances is wholly, to the exclusion of any other means available, dependent upon the provisions of the National Grievance and Arbitration Procedures. The Union and Employer agree to act promptly and fairly in all grievances.

The existing wage structures are not to be subjected to the provisions of this Section for determination or alteration.

The Union shall not be required to press employee grievances if, in the Union's opinion, such lack merit. With respect to the processing, disposition and/or settlement of any grievance, including hearings and final decisions, the Union shall be the exclusive representative of the employee(s) covered.

The processing, disposition and/or settlement by and between the Union and the Employer of any

grievance or other matter shall be absolute and final and binding on the Union and its members, the employee(s) involved and the Employer.

The time limits set forth in this Section may be extended by mutual agreement of the Employer and the Union.

In the case of non cardinal sin infractions, the grievant shall remain on the job until the case is adjudicated.

### **District Level Meeting**

The District Manager(s) and Business Agent shall meet at each facility, where there are grievances filed, once a month and review all grievances filed. They shall attempt to resolve, by mutual agreement, all grievances of record.

The Employer shall when practicable, make employees available as witnesses without loss of pay. Witnesses shall be free of restraint, interference, coercion, discrimination or reprisal.

## **ARTICLE 44. EXTRA EQUIPMENT**

Equipment owned or leased by Employer shall be utilized for normal volume of freight. All drivers of all equipment (whether owned or leased) shall be covered by this Agreement and shall be employees on Employer's payroll.

Additional equipment may be utilized if necessary to handle freight in excess of normal volume if all employees with seniority are working, but not otherwise.

If additional equipment is utilized all provisions of this Agreement shall prevail and all items (which shall include all fringe benefits) shall be costed and prorated and added to the hourly scale.

## **ARTICLE 45. UNIFORMS**

The Company shall furnish a wash n' wear uniform which will not withstand commercial laundering. Employees have indicated a preference for this new uniform, which they would be required to maintain.

The Employer shall replace all clothing, glasses, hearing aids and/or dentures not covered by company insurance or worker's compensation which are destroyed or damaged in a wreck or fire with company equipment.

## **ARTICLE 46. GENERAL ABSENCES**

General Absence: As a means to ensure that each employee executes their responsibility relative to

good attendance, the following guidelines have been established to ensure that the administration of this policy is equitable and consistent among those it affects:

- 1<sup>st</sup> occurrence:
- 2<sup>nd</sup> occurrence:
- 3<sup>rd</sup> occurrence:
- 4<sup>th</sup> occurrence:
- 5<sup>th</sup> occurrence: Verbal Warning
- 6<sup>th</sup> occurrence: Warning Letter
- 7<sup>th</sup> occurrence: Three (3) Day Suspension
- 8<sup>th</sup> occurrence: Discharge

All occurrences regardless of whether compensated or not are evaluated on the basis of a nine (9) month rolling cycle. Any discipline applied under this section must be on a progressive basis. This policy shall include tardiness (more than five (5) minutes late arrival to scheduled start time

All employees will make all reasonable efforts to contact the Company one (1) hour prior to their scheduled start time when sick or unable to make their bid shift time.

**Pattern Absence:** When an employee is absent on the first or last day of his/her regularly scheduled workweek more than one (1) time, the second occurrence during a nine (9) month rolling period shall constitute a patterned absence.

- 1st occurrence during a nine (9) month period:
- 2nd occurrence during a nine (9) month period: Pattern established
- 3rd occurrence during a nine (9) month period: Verbal Warning
- 4th occurrence during a nine (9) month period: Written Warning Letter
- 5th occurrence during a nine (9) month period: Three (3) Day Suspension
- 6th occurrence during a nine (9) month period: Discharge

Should the employee receive three (3) warning letters for patterned absences during a nine (9) consecutive month period, a suspension can occur on the fourth occurrence provided it is within the same nine (9) month rolling period.

Multiple days off which include either the first day or the last day of an employee's regularly scheduled work week (unless excused) shall not be considered for patterned absences with the exception of those multiple days off coinciding with the employee's vacation or holidays. Once an employee reaches the verbal stage of progressive discipline, the employee must demonstrate proof of illness or injury when returning to work from the multiple days off or it shall be considered patterned. Any discipline applied under this section must be on a progressive basis.

This section shall exclude FMLA and the Washington Family Care Act from determining absence or patterned absences. The discipline applied through this Section must not be used simultaneously for the same absence, i.e. no double jeopardy.

**ARTICLE 47. FLIGHT BENEFITS**

Should the Company have flight benefits that are available to their employees, those benefits shall be made available to employees covered under this agreement.

The employees using such benefits shall follow the rules and restrictions (including but not limited to dress code, amount of luggage, behavior and conduct, etc.) directed to them by the Corporate Office. Failure to abide by such rules may have said employee disallowed to use such benefit by the carrier granting such benefit. The removal of an employee from a carrier's flight benefit for violation of rules shall not be subject to the grievance procedure. The Company will submit to the employee in writing the offense for which an employee has been removed.

**ARTICLE 48. NOTIFICATION TO THE UNION**

The following provisions are supplemental to Article 3 of the National Agreement:

Within seven (7) days from the date of hiring of a new employee, the Employer will give to the Union in writing the following information: 1) Name and home address of the newly hired employee; 2) date employee was hired. Upon request from the Local Union the employer shall update this list on an annual basis by furnishing the employee's address of record, telephone number, if available.

A monthly list of all extra and or casual employees used during that month shall be submitted to the Local Union by the tenth (10<sup>th</sup>) day of the following month. Such a list shall show employee's 1) Name, home address and number of the newly hired employee; 2) days and dates worked; and 3) the classification of work performed.

**ARTICLE 49. DURATION**

The term of this Local Rider is subject to and controlled by all of the provisions of Article 28 of the National Agreement ("Duration") between the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_.

COMPANY

UNION

TEAMSTERS LOCAL UNION NO. 174 affiliated  
with the International Brotherhood of  
Teamsters

BY \_\_\_\_\_

BY \_\_\_\_\_

TITLE

TITLE

## **RAMP 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.

Ramp 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. Ramp workers may volunteer to work both shifts, but shall not be required to do so. Work assignments shall be bid quarterly.

The workweek shall be Monday through Sunday for the am and p.m. shifts. Sunday work shall be performed by ramp workers according to seniority and shall be compensated at the rate of two and one-half (2 1/2) times the hourly rate with a three (3) hour guarantee. The sixth (6<sup>th</sup>) 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 ramp workers and ramp workers 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 during the life of this contract.

Ramp workers will not operate any vehicle away from the immediate proximity of the ABX ramp area (defined as the area immediately around the Employer's airplane(s)). They 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.

Ramp workers will be listed on a separate seniority list. Ramp Workers, who are qualified may bid into open 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 as of the first (1st) day of employment in the new position but shall retain his/her Company seniority for fringe benefit and wage progression purposes.

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.

The Employer will make good faith efforts to publicize and promote these positions in the greater Seattle area through local colleges and vocational schools.

The wages for the ramp workers shall be as follows:

4/1/08	4/1/09	4/1/10	4/1/11	4/1/12
--------	--------	--------	--------	--------

Hire	\$ 10.25	\$ 10.25	\$ 10.25	\$ 10.25	\$ 10.25
6 mo.	\$ 11.00	\$ 11.00	\$ 11.00	\$ 11.00	\$ 11.00
12 mo.	\$ 12.00	\$ 12.00	\$ 12.00	\$ 12.00	\$ 12.00
18 mo.	\$ 13.00	\$ 13.00	\$ 13.00	\$ 13.00	\$ 13.00
24 mo.	\$ 14.15	\$ 14.40	\$ 14.65	\$ 14.80	\$ 15.05

All Loadmasters shall receive \$10.00 compensation per load.