

SUMMARY OF TENTATIVE LOCAL 769 DOCK SHUTTLE LOCAL RIDER

ARTICLES OF AGREEMENT

This Agreement is entered into by and between DHL EXPRESS (USA), INC. (hereinafter the "Company", "Employer" or "DHL"), the TEAMSTERS DHL NATIONAL NEGOTIATING COMMITTEE (hereinafter "TDHLNNC"), and LOCAL UNION 769, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS (hereinafter "Union" or "Local 769"). This Local Rider is supplemental to and becomes a part of the National Master DHL Agreement, hereinafter referred to as the "National Agreement" and the Pick-up and Delivery Operational Supplement, hereinafter referred to as the "Operational Supplement," for the period commencing April 1, 2013~~08~~ through March 31, 2017~~3~~. This Local Rider shall not become effective unless and until it is ratified by the Employer's dock and shuttle employees represented by Local 769 and approved in writing by the National Union Committee as provided in the National Agreement (Article 2, Scope of Agreement, Section 1, Scope and Approval of Local Supplements).

Once this Local Rider becomes effective, it (together with the National Agreement and Operational Supplement) shall supersede, cancel and replace in its entirety the pre-existing collective bargaining agreement between the parties for the affected Dock-Shuttle employees represented by Local 769.

The terms and conditions contained in this Local Rider shall prevail over any contrary provisions of the Operational Supplement. Questions arising out of alleged conflicts shall be submitted directly to the National Grievance Committee.

ARTICLE 22 PROBATIONARY AND CASUAL EMPLOYEES

The parties recognize and understand that this provision on casual employees is intended to supplant the casual provisions found in the Article 11, Section 2 of the Pickup and Delivery Operational Supplement

Section A. No change.

Section B. Casual employees may be utilized for supplemental or replacement work opportunities only, as defined in this Article 22. Supplemental work opportunities arise when there is a temporary surge in volume, over and above what the regularly scheduled workforce can handle. Replacement work opportunities arise when a regular employee is temporarily absent or a position becomes vacant (subject to the limitations set forth below in Subsection C), and the Employer elects to fill the vacant shift. When casual employees are used for supplemental work, their number shall not exceed twenty- five

percent (25%) of the workforce per terminal, and no casual employee may work more than thirty (30) hours in a given week. When casual employees are used for replacement work, the 25% limitation shall not apply, nor shall the limitation on thirty (30) hours in a given week apply; however, if the replacement work opportunity is expected to last more than fourteen (14) days in duration, then it shall be covered as outlined in Article 24, Section D. In no event shall casual employees be used to cover permanent full-time vacancies, other than temporarily while the Employer is soliciting bids for the position or new hires. If the Company decides to employ regular part-time employees, the part-time employees will count toward the 25% limit at each terminal. **If the Company employs at least twenty (20) full-time employees, this percentage may increase to thirty percent (30%). If the Company employs at least twenty-four (24) full-time employees, this percentage may increase to 40%.**

However, during the term of this Agreement, the Company will not utilize casual employees.

Notwithstanding any contrary provisions of the Pick-Up and Delivery Operational Supplement, and regardless of whether there are full-time employees on layoff, the Employer may utilize part-time employees to perform all functions performed by full-time employees and to serve as a replacement to split and straight-8 full-time positions. However, for unscheduled shuttle runs, the Company will offer the work to a full-time employee on the shift before utilizing a part-time employee on the shift, unless this will result in the payment of overtime.

Section C. [NO CHANGE]

ARTICLE 23 DISCHARGES-GRIEVANCES-ARBITRATIONS-NO STRIKES OR LOCKOUTS

Section A. The Employer shall not discharge or suspend any employee without just cause, but in respect to discharge or suspension shall give at least two (2) warning notices of the complaint against such employee to the employee, in writing, and a copy of same to the Union affected, excepting that no warning notice need be given to an employee before discharge if the cause of such discharge is:

- Dishonesty;
- theft;
- use or possession of weapons on Company property or while on duty;

- drinking or under the influence of alcoholic beverages while on duty or at lunch;
- use while on duty or at lunch or carrying on his person or in his equipment of narcotics, marijuana, barbiturates, amphetamines;
- failure to submit to a sobriety/drug test in accordance with the substance abuse testing provisions of this Agreement, upon request, or tampering with such testing procedures;
- engaging in physical violence while on Company property or on duty;
- recklessness while on duty;
- the carrying of unauthorized passengers;
- a serious preventable accident while on duty caused by the employee's negligence;
- willful damage or destruction of Company property or equipment or physical damage to an airplane caused by proven negligence of the employee;
- failure to report an accident or one which the employee would normally be aware of;
- violation of the no-strike provisions of this Agreement;
- committing any error in the Load Position Verification Process, discovered after an aircraft has taken off;
- failure or refusal, upon reasonable request, to submit to a search of person, property, locker or employee vehicle (located on Company premises) in connection with an investigation by management/supervisory personnel or security agents;
- falsification of Company documents;
- malicious tampering with the Employer's or co-workers property;
- insubordination;
- sleeping on the job;
- being convicted of a felony;
- revocation or suspension of a drivers license required for the employee to perform their duties for ninety (90) or more calendar days (during which time the employee may be suspended without pay);
- revocation or suspension of an airport access identification badge or other official access badge required for the performance of the employee's work duties at the employee's home terminal for ninety (90) or more calendar days (during which time the employee may be suspended without pay);
- or other serious misconduct.

Warning notices shall remain in effect for six (6) months from the date of issuance.

In all cases where the employee is unable to report for work at his assigned starting time, for any reason, he shall immediately notify the supervisor on duty, but such notification shall be

made at least ~~threewe~~ (32) hours prior to his assigned starting time. Failing to so notify the supervisor on duty, he shall not be reinstated upon his return to work unless a reasonable explanation is furnished to the Employer. The first violation of this Article shall result in a warning notice to the employee. On the second such violation of this Article employee may be disciplined or discharged. Habitual absenteeism will be grounds for discharge.

ARTICLE 24. SENIORITY-LAYOFF-RECALL

Section A. The first nine (9) positions scheduled by the company shall be full-time straight-shift positions (i.e., eight (8) consecutive hours). These positions shall be scheduled to work eight (8) consecutive hours per day, five (5) consecutive days per week, with assigned starting times. An employee's start time shall be uniform throughout the week, except for Monday and Saturday shifts. Any employee holding a bid to one of these assigned positions who is required to work prior to regular starting bid time and/or after regular quitting time shall be paid for at a rate of 1 1/2 times his regular hourly rate for all hours worked prior to or in excess of this regular shift, provided they work their full shift as well.

Section B. The company shall conduct shift bids on April 1 and October 1 of each year. The company may conduct additional bids as operational needs dictate.

Bid sheets shall be posted for a period of five (5) consecutive business days. Any bid selections not completed within that period may be filled in by management with the names of employees who have yet to select a position.

When an employee returns to work from leave, the Employer may assign him to any shift during the current and following week. Thereafter, the employee may utilize his seniority to bid into a new position. The employee bumped will also be permitted to utilize his seniority to bid into a new position. The Employer will assign a position to the second employee bumped.

Section C. [NO CHANGE]

Section D. [NO CHANGE]

ARTICLE 25. FULL-TIME SPLIT-SHIFT [NO CHANGE]

ARTICLE 26. WAGE SCALE *See National Economic Settlement*

ARTICLE 27. CALL-IN PAY

When called in or called back to work for a period that does not immediately follow or precede an employee's regular duty shift, a regular employee shall be guaranteed four (4) hours pay at one and one half times his straight time rate, **unless the employee had previously turned down an early overtime opportunity and working the full four (4) hours will cause a DOT violation if the employee works the subsequent, scheduled shift.** There shall be no pyramiding of overtime time or any other premium pay provisions of this Agreement.

ARTICLE 28. VACATIONS

All employees covered by the Agreement, who have worked a minimum of 1200 hours during the year, and during the first year of employment have worked the full year, shall after one (1) year of employment be entitled to a two (2) week vacation with pay; five (5) years, three (3) weeks vacation with pay; fifteen (15) years, four (4) weeks vacation with pay; twenty (20) years, five (5) weeks vacation with pay, based on the employee's regular hourly rate for a forty (40) hour work week. Employees with three (3) weeks vacation entitlement or more shall be permitted to split one (1) week of vacation, two (2) or more days at a time.

The vacation period of each qualified employee shall be set by the Employer with due regard to the desire and preference of the employees, consistent with the efficient and uninterrupted operation of the Employer's business. No vacations shall be set during peak business periods. A vacation schedule shall be posted for seniority bids in ~~November~~ January of each year. In the event an employee fails to select a vacation period, the Employer may assign a vacation period commencing at least thirty (30) days after the date of said assignment.

If the Company elects to replace an employee who is on vacation, it may assign that work to the senior full-time employee available, or to a casual employee, pursuant to Article III, Section B.

ARTICLE 29. HOLIDAYS [NO CHANGE]

ARTICLE 30. SICK LEAVE [NO CHANGE]

ARTICLE 31. UNIFORMS [NO CHANGE]

ARTICLE 32. BARGAINING UNIT WORK

Bargaining unit employees shall perform the loading and unloading of the airplane(s) at the Ft. Lauderdale terminal, and any deliveries in the Miami airport operations area that require a SIDA badge that are currently performed daily. They shall transport misroutes between terminals (current as well as future ones in Dade and Broward Counties). Bargaining unit personnel shall not perform work outside of Dade and Broward Counties and shall not handle any runs that go out of Dade or Broward Counties. They shall perform the dockwork they presently perform at the Miami terminals, and at the Fort Lauderdale and Miramar terminals they shall push the loaded containers between the ramp and the belt, deposit empty containers in an orderly manner in the warehouse, and in the p.m., unload freight from the owner operator vehicles to the belt, sort the freight, reweigh, and load containers.

Bargaining unit employees shall perform all shuttle work between terminals in Palm Beach, Dade and Broward Counties (including the Miami Gateway) with the exception of the following work, which the Company has the right to contract out to outside trucking companies:

1. Mid-day run from MIAGW to FLL for late cleared material;

2. PM run from FLL to MIAGW with Miami Gateway Transfer Material (non ILN International);
3. 1 PM round trip run (MIAGW - FLL - MIAGW) with day sort materials (Monday through Sunday);
4. Mid-day run from MIAGW to MMR for late cleared material;
5. PM run from MMR to MIAGW with Miami Gateway Transfer Material (non ILN International);
6. PM round trip run (MIAGW - MMR - MIAGW) with day sort materials (Monday through Sunday).

Nothing contained herein, however, shall preclude the Employer, for legitimate operational considerations (the determination of which shall be the exclusive function of the Company) from rerouting freight, planes, line haul trucks and/or other means of transportation, which regularly and customarily were handled and/or arrived at the Dade and Broward County terminals with shipments that were unloaded, loaded or otherwise processed by unit personnel, to bypass the Dade and/or Broward County terminals altogether and proceed directly to any other DHL facility within the DHL global network. Such rerouting, with its resultant diversion of shipments, shall not constitute or, in any way, be deemed to constitute a violation of any of the provisions of this Agreement.

The Company may centralize the consolidation and reconciliation of customer supplies outside of the jurisdiction provided that the consolidation does not result in a reduction of bidded positions.

ARTICLE 33. SUBCONTRACTING [NO CHANGE]

ARTICLE 34. HEALTH AND WELFARE *See National Economic Settlement*

ARTICLE 35. PENSIONS *See National Economic Settlement*

ARTICLE 36. SAVINGS AND RETIREMENT PLAN *See National Economic Settlement*

ARTICLE 37. SCOPE OF BARGAINING [NO CHANGE]

ARTICLE 38. LEAVE OF ABSENCE [NO CHANGE]

ARTICLE 39. FUNERAL LEAVE [NO CHANGE]

ARTICLE 40. TERMINATION [NO CHANGE]