

SUMMARY OF TENTATIVE LOCAL 986 GATEWAY 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 ("TDHLNNC"), representing Local Unions affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, and LOCAL UNION 986, affiliated with 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 Gateway 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 Gateway 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).

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 Gateway 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 10. BARGAINING UNIT

Section 1. Departmental Structure

- A. The operations covered by this Local Rider shall be structured on a departmental basis. All such departments, including the classification of employees customarily assigned to work therein, are set forth below:

Operations Department

International Service Agent (598) –
Ramp/Warehouse

Duties may include but are not limited to, handling of all material arriving and exiting the LAX Gateway. This includes the operation and/or use of any equipment

(motorized, electronic, manual, ULD's aircraft etc.) necessary to perform such handling or any other assigned duty at the direction of management.

Duties may also include, but are not limited to, communications involving email, data entries to cage activity database and daily reports, and phone contact with airlines and customers/vendors; flight preparations; flight reconciliations; inventory reporting and research; and generating manifests and data entry for trucking. Minimum qualifications include, but are not limited to, cage experience, knowledge of DHL network systems, and proficiency and experience with PC applications.

Additional duties may, but do not necessarily, include loading functions for Charter and Metro aircraft, for which formal training and certification will not be required, but for which proficiency and skill are required.

~~International Service Agent (598) – Bonded Cage
Scanner Admn~~

~~Duties may include, but are not limited to, communications involving email, data entries to cage activity database and daily reports, and phone contact with airlines and customers/vendors; flight preparations; flight reconciliations; inventory reporting and research; and, generating manifests and data entry for trucking. Minimum qualifications include, but are not limited to, cage experience, knowledge of DHL network systems, and proficiency and experience with PC applications.~~

Load Planning Agent – Weight and Balance

Duties may include but are not limited to, performing ABX or Astar weight and balance duties; monitoring the loading and unloading of ABX or Astar aircraft; operating ABX or Astar aircraft loading equipment and ground support equipment, if required; and coordinating loading with ramp agents.

Only trained and certified employees may perform the weight and balance function. Weight and balance positions will be bid by need and qualification.

Control Center Department

International Service Agent (595)

Duties may include but are not limited to, all administrative duties necessary to support the operation,

including knowledge and aptitude in the use of FOCUS, CCNT, FLITES, IMPEX, ECHO, SABLE, CALMS, LASERNET, RUM, FCS, and other computer-based programs as necessary, network communication, commercial air carrier communication, mawb completion, monthly purchased air reporting, and other reporting as required by management.

- B. In addition, a Lead Person(s) may be assigned to any of the foregoing departments, as the Employer deems appropriate, to fulfill the operational needs of the business, as provided in Article 4 (“Lead Personnel”) of the Gateway Operational Supplement.

ARTICLE 11. STEWARDS

Section 1. Stewards

The Employer recognizes the right of the Union to designate from the Employer’s seniority lists no more than three (3) ~~full-time~~ employees to serve as the primary shop steward for the unit covered by this Agreement, and no more than three (3) ~~full-time~~ employees to serve as an alternate steward.

Section 2. Authorized Steward Activities [NO CHANGE]

ARTICLE 12. UNION VISITATION PRIVILEGES [NO CHANGE]

ARTICLE 13. USE OF AND PERFORMANCE OF BARGAINING UNIT WORK BY PERSONNEL OTHER THAN REGULAR EMPLOYEES [NO CHANGE]

ARTICLE 14. WORK DAY, WORK WEEK SCHEDULING

Section 1. Regular Work Week [NO CHANGE]

Section 2. Bidding

- A. At the time of posting of a department job bid, eighty percent (80%) of the active regular employee positions in the department shall be posted jobs for bid. Fifty percent (50%) of the active regular employee positions in the department shall be entitled to a minimum of forty (40) hours work per week, and all of those jobs shall be posted for bid. **The Company may decrease the full-time percentage to forty percent (40%), provided that posts at least seventy (70) full-time positions.** In addition, this fifty percent (50%) **(or forty percent (40%))** of the active regular employee positions in the department may be modified by a maximum of five percent (5%), in the sole discretion of the Company, on each of two (2) occasions between the period following the effective date of the job bids and the time of posting of the next job bid in that department. The remaining positions posted for the department job bid shall be regular part-time schedules. Other than the full-time and regular part-time schedules posted for the department job bid, up to twenty percent (20%) of the total active regular positions in the

department shall be unassigned, with schedules that may vary each work day and work week.

- B. 1. For employees with a minimum forty (40) hour work week under this Article, the regular work day shall consist of eight (8) consecutive hours, excluding an unpaid meal period of one-half (½) hour.
2. Moreover, the Employer in the exercise of its discretion may establish a regular forty (40) hour work week, consisting of any four (4) days within the seven (7) calendar day payroll period under Article 13 of the National Agreement (“Pay Period”), either in combination with or in lieu of the five (5) day regular work week provided in Paragraph B.1. of this Section. In such circumstances, the regular work day shall consist of any ten (10) consecutive hours, excluding an unpaid meal period of one-half (½) hour.
3. No employee shall be assigned to both a regular eight (8) and regular ten (10) hour shift within the same seven (7) calendar day payroll period.
- C. Regularly scheduled days off for an employee shall be assigned by management within the seven (7) calendar day payroll period under Article 13 of the National Agreement (“Pay Period”) in accordance with the operational requirements of the business and shall be on at least (2) consecutive calendar days, unless otherwise requested by an employee and agreed upon by the Company.
- D. Emergencies arising from acts of God shall be reason to cancel scheduled work hours without pay until such time as emergency conditions subside.
- E. 1. When operational need arises, employees released early from work may use available vacation to supplement hours. The Company will initially request volunteers to be released early from work by seniority and shift starting time, but reserves the right to release employees by seniority and shift starting time if volunteers are insufficient to satisfy operational needs.
2. Employees with a minimum forty (40) hour work week, under Paragraph B. 1. of this Section, who volunteer to be released early from work, shall forfeit the remaining minimum hours for that day, and may use available vacation to replace such hours.

Section 3. Filling Of Vacancies [NO CHANGE]

Section 4. Changes To Scheduled Work [NO CHANGE]

ARTICLE 15. JOB BIDDING

- A. Within sixty (60) calendar days after the ratification date of this Agreement, the Employer shall determine the number and type of regular work week and work day

shifts (including four (4) day work week of ten (10) hour shifts), their starting and ending times and the number of employees required to staff each shift for each Department and shall post the jobs for bid.

- B. A bid shall be conducted at least once each contract year in the month of January. The bid shall be posted for a period of fourteen (14) days. The bid shall become effective on the first Monday, but at least fourteen (14) days, after bid close. A bid, other than the January bid, may be posted for one or more contractual Departments.
- C. Bidding will be by department. That is, bids as described above, will be completed separately for departments 595 and 598. The jobs within these departments, which are posted for bid, will be open for bid to employees currently on that department's seniority roster. Employees are not permitted to bid outside their current department. The qualifications to perform a particular job shall be established by the Company in its sole discretion. An employee must possess such qualifications to successfully bid that position. **Further, the Company will continue to bid lead schedules separately for employees selected to lead positions.**
- D. To fill any work shift posted as part of the job bid which is not bid by any qualified employee, the Company may assign a qualified employee in inverse order of department seniority, or the Company may hire an employee from the outside.
- E. If the Company, in its sole discretion, determines there is a need for additional personnel in the job of Load Planning Agent – Weight and Balance, the Company will post a notice of such need. One or more employees, from among those responding in writing to the posting, will be selected by department seniority for training for this job.

ARTICLE 16. OFFER OF SHIFTS TO UNASSIGNED PERSONNEL [NO CHANGE]

ARTICLE 17. SENIORITY, LAYOFF AND RECALL [NO CHANGE]

ARTICLE 18. ATTENDANCE POLICY [NO CHANGE]

ARTICLE 19. DISCIPLINE AND DISCHARGE [NO CHANGE]

ARTICLE 20. INVESTIGATORY INTERVIEWS OF UNIT EMPLOYEES BY MANAGEMENT AND SUPERVISION [NO CHANGE]

ARTICLE 21. WAGES & COMPENSATION

Section 1. Wage Rates— See National Economic Settlement

Section 2. Load Planner Differential [NO CHANGE]

Section 3. Lead Differential

Lead personnel selected by the Company under Article 4, Lead Personnel of the Gateway Operational Supplement, shall receive additional compensation in the amount of ~~fifty cents~~ **two dollars (\$2,000.50)** per hour above their applicable straight-time hourly wage rate under this Agreement only for days worked in a lead capacity.

Section 4. Shift Differential [NO CHANGE]

Section 5. Call Back Pay [NO CHANGE]

Section 6. Overtime:

- A. One and one-half (1½) times the straight-time hourly rate of pay, as provided in this Agreement, shall be paid for all hours worked:
 - (1) In excess of eight (8) hours worked in a day.
 - (2) For all hours worked on the sixth (6th) consecutive day worked in the work week.
 - (3) For employees regularly scheduled to work a four (4) ten (10) hour day schedule, in excess of ten (10) hours in a work day, and for the first eight (8) hours worked on the fifth (5th), sixth (6th), and/or seventh (7th) day worked in the work week.
 - (4) In excess of forty (40) hours in a work week.
- B. Two (2) times the straight-time hourly rate of pay, as provided in this Agreement, shall be paid for all hours worked:
 - (1) In excess of twelve (12) hours worked in a day.
 - (2) For all hours worked on the seventh (7th) consecutive day worked in the work week.
 - (3) For employees regularly scheduled to work a four (4) ten (10) hour day schedule, after the first eight (8) hours worked on the fifth (5th), sixth (6th), and/or seventh (7th) day worked in the work week.
- C. There shall be no pyramiding of overtime.
- D. All overtime shall first be offered among all qualified full-time employees within a classification on the basis of Gateway Department seniority. The Company will give advance notice of overtime to employees whenever practicable. **Such notice will be at least one (1) hour prior to the employee's scheduled end time absent unforeseen operational circumstances.**
- E. If overtime needs cannot be filled by qualified volunteers, employees may be forced to work such overtime in inverse order of seniority within classification and by qualification.

- F. The Company shall use its best efforts to excuse employees from overtime when, on special occasions, they ask to be excused at least one (1) day in advance.
- G. For purposes of calculating overtime, all compensated hours shall be included.

ARTICLE 22. VACATIONS [NO CHANGE]

ARTICLE 23. SICK LEAVE [NO CHANGE]

ARTICLE 24. JURY DUTY [NO CHANGE]

ARTICLE 25. HOLIDAYS [NO CHANGE]

**ARTICLE 26. HEALTH INSURANCE ELIGIBILITY
[NO CHANGE]**

**ARTICLE 27. HEALTH AND WELFARE
See National Economic Settlement**

ARTICLE 28. PENSION AND 401(k) PLAN

~~All eligible non probationary regular full time and part time employees will continue their current ability to participate in the DHL pension and 401(k) plans. Effective September 8, 2008, all employees will no longer participate in DHL pension and 401(k) plans. Effective August 8, 2008, the Company will begin~~The Company will continue participating on in the Western Conference of Teamsters Pension Fund, at contribution rates of one dollar (\$1.00) per hour for every hour worked by non-probationary employees, up to a maximum of one hundred seventy-three (173) hours per month, and ten cents (10¢) per hour for every hour worked by probationary employees up to a maximum of one hundred seventy-three (173) hours per month. Effective April 1, 2016, the Company will pay an additional one dollar (\$1.00) per hour for every hour worked by non-probationary employees, up to a maximum of one hundred seventy-three (173) hours per month, and ten cents (10¢) per hour for every hour worked by probationary employees up to a maximum of one hundred seventy-three (173) hours per month.

**ARTICLE 29. EQUIPMENT, SAFETY AND HEALTH
[NO CHANGE]**

**ARTICLE 30. IDENTIFICATION BADGES
[NO CHANGE]**

**ARTICLE 31. EMPLOYEE HANDBOOK
[NO CHANGE]**

**ARTICLE 32. CLEAN AND NEAT APPEARANCE
[NO CHANGE]**

**ARTICLE 33. UNIFORMS
[NO CHANGE]**

**ARTICLE 34. DURATION
[NO CHANGE]**