

SUMMARY OF TENTATIVE LOCAL 769 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 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 Gateway 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 Gateway 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). 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 Gateway employees represented by Local 769.

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 [NO CHANGE]

ARTICLE 11. STEWARDS

A. [NO CHANGE]

B. [NO CHANGE]

C. Upon one (1) week advance, written notification to the Employer by the Union, a Steward (either the primary or an alternate, but in no event more than one at a time) may attend a Union-conducted training session (not to exceed two (2) sessions per calendar quarter, except by mutual agreement) without loss of pay (up to but not in excess of eight (8) hours per session). Payment is to be made only in those circumstances where the employee attends such training on his/her regularly scheduled work day and duty hours. T/A

D. [NO CHANGE]

ARTICLE 12. UNION VISITATION PRIVILEGES [NO CHANGE]

ARTICLE 13. SCOPE & ASSIGNMENT OF UNIT WORK [NO CHANGE]

ARTICLE 14. PART TIME EMPLOYEES [NO CHANGE]

ARTICLE 15. USE OF AND PERFORMANCE OF BARGAINING UNIT WORK BY PERSONNEL OTHER THAN REGULAR EMPLOYEES

Section 1. Performance of Unit Work by Supervisors/Management Personnel [NO CHANGE]

Section 2. Performance of Unit Work by Subcontractors [NO CHANGE]

Section 3. Performance of Unit Work by Casual Workers

Casual employees are covered by this Agreement, but only to the extent provided in this Section. Casual employees shall be paid at an hourly rate of pay of eleven dollars and seventy-five cents (\$11.75) per hour. Casual employees shall not receive any other benefits under this Agreement, including, **but** not limited to health and welfare coverage and contributions, pension coverage and contributions, paid time off or any other benefits provided for in this Agreement. Casual employees may be employed at the discretion of the Employer to perform bargaining unit work, but in no event may such casual workers exceed ten percent (10%) of the actual hours worked by the full-time work force in any given month. (This percentage will revert back to twenty percent (20%) if the reduction in available part-time percentages is reduced pursuant to Section 14.E., above). This can increase an additional ten percent (10%) during the peak period between the week after Thanksgiving and the week before Christmas. No casual worker may work more than thirty (30) hours in any given week, except when casual workers are utilized to fill in for vacancies (such as for vacations, on the job injuries, illness, other leaves of absence, vacancies created by employment separation pending the hiring of new employees, etc.). T/A

Section 4. Rerouting Work [NO CHANGE]

ARTICLE 16. WORK DAY, WORK WEEK SCHEDULING [NO CHANGE]

ARTICLE 17. JOB BIDDING & FILLING OF VACANCIES [NO CHANGE]

ARTICLE 18. SENIORITY, LAYOFF AND RECALL
[NO CHANGE]

BY _____
TITLE

BY _____
TITLE

ARTICLE 19. ATTENDANCE AND APPEARANCE
POLICIES [NO CHANGE]

**Re: Application of Section 8.1 of the DHL Miami Gateway
Labor Contract with Teamsters Local 769 to Employees
with Prior “Bridged” Company Service**

ARTICLE 20. DISCIPLINE AND DISCHARGE [NO
CHANGE]

[NO CHANGE]

ARTICLE 21. WAGES & COMPENSATION

Section 1. Wage Rates

See National Gateway Economic Settlement

Section 2. Lead Differential [NO CHANGE]

Section 3. Shift Differential [NO CHANGE]

Section 5. Call Back Pay [NO CHANGE]

Section 6. Verification Pay [NO CHANGE]

ARTICLE 22. VACATIONS [NO CHANGE]

ARTICLE 23. HOLIDAYS [NO CHANGE]

ARTICLE 24. HEALTH AND WELFARE
See National Gateway Economic Settlement

ARTICLE 25. RETIREMENT PLANS
See National Gateway Economic Settlement

ARTICLE 26. SAFETY EQUIPMENT [NO CHANGE]

ARTICLE 27. LEAVES OF ABSENCE [NO CHANGE]

B. Amount of Sick Leave [NO CHANGE]

C. Payment Upon Termination [NO CHANGE]

Section 2. Jury Duty [NO CHANGE]

Section 3. Bereavement Leave

ARTICLE 28. MISCELLANEOUS [NO CHANGE]

ARTICLE 29. 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.

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

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