

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, 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 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 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 [NO CHANGE]

ARTICLE 11. STEWARDS [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 [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 **provide such information to the Union seven (7) days prior to posting the jobs for bid. 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.** T/A
- 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
HOLD FOR ECONOMICS**

ARTICLE 22. VACATIONS [NO CHANGE]

ARTICLE 23. SICK LEAVE

Section 1. Use of Sick Leave

Sick leave may be used by employees actively at work during absence caused by a non-work related injury or illness, for medical, dental or vision care appointments, or during the waiting period for a work-related injury or illness. Sick leave may be used in any manner authorized by and consistent with federal and/or state law.

The Company may require verification of an employee's eligibility to use sick leave hours in accordance with applicable law.

Section 2. Amount of Sick Leave

All non-probationary unit employees accumulate sick leave beginning the first day of regular service. Employees are eligible to use accumulated sick leave hours after completion of the probationary period.

Full-time and part-time employees may accumulate up to a maximum of forty-eight (48) sick leave hours over a twelve (12) month period based on anniversary date, and may accumulate up to a maximum of one hundred sixty (160) hours. T/A

A full-time or part-time employee with accumulated sick leave in excess of one hundred sixty (160) hours as, shall retain his/her current sick leave hours, but shall not accumulate any additional sick leave until the employee has less than the maximum one hundred sixty (160) accumulated hours. T/A

T/A
T/A

In the event an employee's status changes – for example, from full-time to part-time – the applicable maximum of accumulated sick leave hours will change, and if the employee's current sick leave hours exceed the maximum, no additional sick leave hours will be accumulated until, as a result of use, the employee's sick leave hours are below the maximum.

Terminated employees will not be paid for unused sick leave.

ARTICLE 24. JURY DUTY [NO CHANGE]

ARTICLE 25. HOLIDAYS [NO CHANGE]

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

**ARTICLE 27. HEALTH AND WELFARE
HOLD FOR ECONOMICS**

**ARTICLE 28. PENSION
HOLD FOR ECONOMICS**

**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]**

NEW SIDE LETTER

The Company agrees to add twenty (20) additional full-time positions within sixty (60) days following ratification.
T/A