

SUMMARY OF TENTATIVE LOCAL 986 DOCK SHUTTLE LOCAL RIDER

For the Period of
~~January 26, 2020~~ April 1, 2022 Through ~~March 31, 2022~~ March 31, 2026

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, representing Local Unions affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, and LOCAL UNION 986, which is an affiliate of 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 Pick-up and Delivery 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 Dock-Shuttle 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 Dock-Shuttle 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 22. UNION SECURITY

[No Change – TA]

ARTICLE 23. RETAINED RIGHTS

[No Change – TA]

ARTICLE 24. DISCHARGE AND SUSPENSION

[No Change - TA]

ARTICLE 25. PROTECTION OF RIGHTS

[No Change - TA]

ARTICLE 26. HOLIDAYS

[No Change – TA]

ARTICLE 27. VACATIONS

[No Change – TA]

ARTICLE 28. SICK LEAVE

[No Change – TA]

ARTICLE 29. SENIORITY

- 1. *[No Change – TA]*
- 2. *[No Change – TA]*
- 3. For every 2 new part time shifts added, the next shift added will be a full time shift. There will be a minimum of ~~one~~ (five) full time straight eight-hour position in every current facility. *[TA]*
- 4. *[No Change – TA]*
- 5. *[No Change – TA]*

ARTICLE 30. SHIFT TRANSFER AND JOB BIDDING

- 1. Job openings in job classifications, new classifications, and/or shifts will be posted in each facility for three (3) consecutive work days (72 hours), not including Saturday and Sunday, and all effective dates will be the following Monday or Tuesday.

Selections for filling jobs open for bid will be made based on:

- a. Length of continuous service with the Company.
 - b. Qualifications.
- 2. To qualify to operate a tractor-trailer or straight truck, an employee must complete the following steps:
 - 1) Secure DMV learning permit.

- 2) Train:
 - a) On Company equipment with qualified driver present at all times, such training to be on employee’s own time, or
 - b) Complete commercial driving school, or present other satisfactory credentials.
 - 3) Pass DMV Class A or B test.
 - 4) Pass Company qualifications test.
 - 5) Pass DOT requirements/test.
- 3. When an employee is transferred to a new job classification as a result of successful bid, he will be considered to be working on a trial basis for the first thirty (30) days from the date of his transfer. If the employee is found to be unqualified in the new position within said thirty (30) day period, however, he will be returned to his previous position if he so desires.
 - 4. Bidding:
 - a. Between the fifteenth (15th) day and the thirty-first (31st) day of ~~August~~ ~~October~~ each year, the Company shall prepare a list of all full-time and full-time split shifts which shall be posted for a period of not less than seven (7) days prior to shift bidding. The company will make every effort to make all bids effective within reasonable notice to all affected employees. Between the first (1st) day and the fifteenth (15th) day of ~~September~~ ~~November~~, the Company shall

circulate among all employees within each job classification by master seniority list of all shifts. The annual part-time bid will be held during the second bid in March. [TA]

- b. Full-time and full-time split shift employees shall have one additional shift bid on March 1 of each year. Furthermore, a full-time employee may bid into full-time split-shift positions if they elect to do so. No full time bid shall be canceled within one month of the biannual bid; unless the Company can provide documented proof of a change in operations. This bid and the one described in paragraph 4(a) above, will be conducted in the following manner: The complete listing of all available shifts and the current Seniority Roster will be given to each employee. Each employee will indicate on the list of available shifts his preference by placing a number next to each. Example: if the individual is number 5 on the seniority list; we need to see 5 selections listed in the order of your preference. If the individual is 100 on the seniority list, there must be 100 shifts selected in your desired order. [TA]

In the event an employee refuses to indicate his preference in writing on said list when said list is presented to him, the Company shall assign said employee to any available shift vacancy.

- c. In the event a new or existing full-time job becomes permanently available, that job shall be subject to bid by all part-time employees based on master seniority. However, the part-time job vacated by the successful bidder, shall be filled by facility seniority.
- d. In the case an employee is on vacation during the annual bid the employee shall provide, in writing, his shift preferences as outlined in b. above, for shift bid purposes. The Company shall use his shift preferences to assign his annual shift bid in accordance with the procedures of this Local Rider.
- e. For the convenience of the bargaining unit, the Company shall post the principle domicile corresponding to each shift, in conjunction with the bid.
5. All full time split shifts and part-time employees will have an individually scheduled start time at their station that shall fall within a three (3) hour window, in the morning and the afternoon. No combination of part-time start times and end times may exceed six (6) hours total. There will be no combination of full time split shift and part time shifts bid back to back.
6. All employees must start and end their shifts at their home location.

7. a. When changing the starting time of an existing shift by more than one (1) hour, three (3) times in a calendar month from the most recent bid or changing the scheduled days of an existing shift, then such position shall be offered to all dockworkers in order of master seniority, within seven (7) days from the last shift change. If the starting time is changed by one (1) hour or less, no bid shall be required; provided however that if two or more dock workers with the same starting time in the same classification are involved, then selection between affected employees shall be made by facility seniority. **TA**

b. The bid starting time for each employee shall be uniform during the workweek, except that it may vary up to one (1) hour on Saturday.

7. In the event that a new full-time split-shift position is added to the workforce, or a permanent vacancy occurs in an existing full-time split-shift position, then that full-time split-shift position shall be offered by seniority, to part-time employees.

8. Any shift bid posted that needs to be canceled before awarded must be canceled within forty-eight (48) hours of posting, with a reason for the cancellation. Once a shift bid has been awarded by seniority, it may not be canceled before the shift's effective date.

ARTICLE 31. JOB CLASSIFICATIONS AND WAGE RATES

[Per National Economic TA]

ARTICLE 32. HOURS OF WORK, OVERTIME, MINIMUM DAY, COFFEE BREAKS, PAY DAYS

1. Hours of Work: The work week shall be five (5) consecutive days, eight (8) hours each day or four (4) ten (10) hour days as scheduled by the Employer with a guaranteed minimum of forty (40) hours of work for the scheduled workweek. *[TA]*

[No Change for the remainder of the Article – TA]

ARTICLE 33. PART-TIME EMPLOYEES

The Parties agree to incorporate the National Economic TA and agree to the following additional language:

Part-time employees will receive prorated Sick and Holiday pay based on the shift bid when the part-time employee uses the Sick Day or Holiday. T/A

[No Change for the remainder of the Article – TA]

ARTICLE 34. UNIFORMS

[No Change – TA]

ARTICLE 35. HEALTH AND WELFARE PLAN

[No Change – TA]

ARTICLE 36. DENTAL PLAN

[No Change – TA]

ARTICLE 37. PRESCRIPTION DRUG PLAN

[No Change – TA]

ARTICLE 38. DEATH BENEFITS

[No Change – TA]

ARTICLE 39. PENSION PLAN

[No Change – TA]

ARTICLE 40. NON-BARGAINING UNIT

[TA - No Change – other than prior TA]

ARTICLE 41. DURATION

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

UNION

TEAMSTERS LOCAL UNION NO. 986 affiliated with the International Brotherhood of Teamsters

No Change – TA Appendices A-E

Appendix F – Add The Company will treat converted vacation to sick leave in the same manner that it treats granted sick leave.
[TA]

DHL Express Dock-Shuttle and Local 986 Bargaining Unit Work Side Letter

[TA]

- Non-Bargaining Unit personnel shall not use a forklift, pallet jack, or cart at the Company’s Orange, Los Angeles, San Bernardino, and Riverside County facilities except as set forth below.
- The Company will mark on the floor and identify service provider Bulk Stop Loading Area (BSLA) and Staging Area (SA) at facilities in Orange, Los Angeles, San Bernardino, or Riverside Counties within ten (10) days of ratification and non-bargaining unit personnel will be permitted to utilize pallet jacks within each area. A Staging Area will be contiguous to a loading door and will not exceed fifty (50) pallets.
- Non-Bargaining Unit personnel can also utilize pallet jacks or carts within the marked belt Unloading Area(from the belt to a few feet in front of the vehicles) to move freight along the same side of the belt. Non-Bargaining Unit personnel will not be permitted to utilize a pallet jack or cart to move freight to the other side of the belt or to a different belt. There will only be one (1) designated pallet jack per each side of the belt.
- Non-Bargaining Unit personnel (Service providers, third-party vendors, or Supervisors) will not be allowed to move freight when the inbound sort is complete and every route (including routes run with a Bobtail) has departed for that day at

any of the Company's Orange, Los Angeles, San Bernardino, and Riverside County facilities. This doesn't prohibit couriers from loading their vehicles at the belt when there are additional waves of deliveries.

- Non-Bargaining Unit personnel (Service providers, third-party vendors, or Supervisors) will not move any inbound "recyclable" or "blow by freight."
- Non-Bargaining Unit personnel (Service providers, third-party vendors, or Supervisors) can load or unload freight between their vehicle and the inbound or outbound Staging Area at the Company's Orange, Los Angeles, San Bernardino and Riverside County facilities.
- Non-Bargaining Unit personnel (Service providers, third-party vendors, or Supervisors) operating personally own vehicles shall only enter the warehouse at the Company's Orange, Los Angeles, San Bernardino, and Riverside County facilities if they are escorted in and out of the facility by a Company or SP Supervisor.
- Office-Clerical Bargaining Unit personnel will not be allowed to move freight of any kind within or out of the warehouse other than the holding area by the office door and within the exceptions work area. Movement of a shipment in the warehouse from the office to a courier will be performed by a dockworker except that an office-clerical employee may bring a shipment by hand to a courier during the AM sort when: (1) there is no dockworker available to bring the

shipment to the courier in time for the departure; or (2) when the customer has verbally provided specific delivery instructions that must be conveyed directly to the courier.

- Outside Carriers operating Bobtails and large trucks will not handle freight in the warehouse beyond the Staging Area.
- The Company will post signage in the Orange, Los Angeles, San Bernardino, and Riverside County facilities, stating that service providers, third-party vendors, or supervisors may not perform bargaining unit work or use freight handling equipment outside of the designated areas above. [T/A]