

GATEWAY OPERATIONAL SUPPLEMENT

**For the Period of
April 1, 2022**



**Through
March 31, 2026**

GATEWAY OPERATIONAL SUPPLEMENT

The following Articles apply to “gateway” operations only, Article 2 and Attachment A of the National Agreement thereto set forth such operations.

ARTICLE 1. DEPARTMENTAL STRUCTURE

The Employer may add, or restructure., on reasonable advance notification to the Union, classifications and departments for the performance of work presently within the bargaining unit, as it deems appropriate to achieve operational efficiency. In such event, the Employer shall meet promptly with the Union, upon request, and engage in effects bargaining to formulate the applicable wage rate(s) and other terms and conditions for such additional, or restructured classification(s) or department(s). Any disputes shall be resolved in accordance with Article 2, Section 4 of the National Agreement.

ARTICLE 2. PROBATIONARY EMPLOYEES

All employees covered by this operational supplement who are hired on or after the effective date hereof, shall be subject to a probationary period for thirty (30) calendar days, commencing with the first day on which the probationary employee regularly performs work for the Employer. Days lost from work for any reason during the probationary period shall not be considered in computing such time period. The Employer and Union may agree in writing to a thirty (30) day extension of the probationary period for new employees. Seniority shall not accrue during the probationary period. Upon the successful completion of the probationary period, however, an employee’s seniority shall relate back to and be calculated from his/her date of hire.

At any time during the probationary period, the Employer may layoff, discharge or discipline probationary employees and the Employer’s action with respect thereto shall not be subject to the Grievance and Arbitration Procedures of this Agreement. However, the Employer may not discharge or discipline such probationary employees for the purpose of evading this Agreement or discriminating against Union members.

Unless otherwise expressly provided herein, probationary employees shall not be entitled to any of the fringe benefits set forth in this Agreement during their period of probationary employment and there shall be no retroactive payment for same upon the successful completion of such period. Such probationary employees, however, shall be paid the contractual minimum wage rate for the classification in which they are placed.

ARTICLE 3. STEWARDS

Section 1. Stewards

A. The Union shall notify the Employer in writing of the selection and/or change of the primary and/or alternate stewards. The alternate may not act and may not serve in the official capacity of the primary steward, except in the absence of such primary steward.

B. The number of Stewards and alternates shall be reserved for local riders. Section 2. Authorized Steward Activities

A. The authority of the primary and alternate stewards designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances with the Employer or a designated Employer representative, and participation in Employer conducted investigatory interviews, in accordance with the provisions of this Agreement.
2. The transmission of such messages which originate with and are authorized by the Union or its officers, provided such messages and information:
 - (a) have been reduced to writing, or,
 - (b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Employer's business.

B. The primary and alternate stewards have no authority to take strike action, or any other action interrupting the Employer's business, except as authorized by official action of the Union which it communicates in advance to the Company. The Employer recognizes these limitations upon the authority of the primary and alternate stewards, and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the primary and/or alternate steward has taken unauthorized strike action, slowdown, or work stoppage in violation of this Agreement.

C. The primary and alternate stewards shall endeavor to conduct Union business on non-work time. Should it become necessary, however, for the steward to confer with a unit employee(s) on work time with respect to a disciplinary matter or grievance with respect thereto, the steward may do so, without loss of pay or time, provided prior approval therefor has been granted by the Employer's Gateway Manager, or designee, and provided there is no interruption of the Employer's operation. Permission for this purpose shall not unreasonably be withheld.

ARTICLE 4. LEAD PERSONNEL

A. The Employer may, in its sole discretion, select a unit employee(s) to serve in a lead capacity, as hereinafter defined, in any of the classifications and/or departments covered by this Agreement in accordance with the operational needs of the business.

B. The number of unit individuals selected to serve in a lead capacity, if any; the specific unit classifications and/or departments in which such lead personnel may be selected to serve; and the selection process and criteria utilized in that regard, as well as the actual duration of the lead assignment (i.e., 1 or more days, weeks or months or combination thereof), shall be vested solely and exclusively with the Employer. Any and all disagreements between the parties with respect to the foregoing shall not be subject to Article 7 (Grievance and Arbitration Procedure) of the National Agreement, and the Union may not take any action in connection therewith in violation of Article 7, Section 9 (No Strike) of the National Agreement.

C. Lead personnel, if any, shall serve at the behest of management in a non-supervisory capacity only. As such, they shall act under and pursuant to supervisory direction and written

operational policies, and provide assistance to a supervisor in the routine preparation of reports, training and direction of fellow unit employees in the proper performance of their work duties, and other duties as assigned. Leads may not discipline employees under the discipline provisions of the Agreement, and may not, under any circumstances, countermand an instruction or direction issued by management/supervision.

ARTICLE 5. USE OF AND PERFORMANCE OF BARGAINING UNIT WORK BY PERSONNEL OTHER THAN REGULAR EMPLOYEES

Section 1. Unit Work

A. As used herein and elsewhere in this Operational Supplement, the generic term “unit work” refers to the specific work duties, functions and responsibilities regularly and customarily performed on behalf of the Employer by employees within the classifications and departments covered by this Operational Supplement.

B. In this regard, it is expressly understood and agreed that employees may be directed to, and they shall, perform any unit tasks of any and all covered classifications and departments hereunder for which the Employer deems them qualified.

C. Although as a general rule unit work, as defined herein, shall continue to be performed primarily by employees covered by this Agreement, non-unit personnel (i.e., those not covered by this Agreement) may perform such unit work under the circumstances and conditions set forth in Local Riders.

D. Moreover, the training of unit employees in the proper performance of their job functions, duties and responsibilities, shall not constitute or, in any way, be deemed to constitute bargaining unit work.

Section 2. Subcontracting and Temporary Workers

The employer may continue to use subcontractors and/or temporary workers to perform bargaining unit work in accordance with the terms of any applicable Local Rider.

ARTICLE 6. MANAGEMENT RIGHTS

Except as otherwise expressly provided herein, the Employer shall have the right to manage the business, including but not limited to the right to control and supervise all operations and direct all working forces, to maintain discipline among employees, to determine and change from time to time the methods, processes and working procedures to be used, to hire, promote, assign, and transfer employees, to increase or decrease the number of employees, to assign work and duties to any employees in accordance with the Employer’s determination of the needs of the respective jobs, to lay off employees, to suspend, discipline and discharge employees for cause, to expand or curtail its operations, and to close or discontinue its operations or any part thereof.

ARTICLE 7. SENIORITY

Section 1. Posting Seniority List

Within thirty (30) calendar days after the signing of this Agreement, the Employer shall post in a conspicuous place at the Employer's facility, lists of employees arranged according to seniority. New updated lists shall be posted by the Employer at least quarterly. Claims for corrections to such lists must be made in writing to the Employer's Gateway Manager or designee within thirty (30) calendar days after the posting. If no such claim for corrections is timely made, the lists shall be deemed correct and final. Any controversy over the seniority standing of any employee on such a list, if raised within the aforesaid thirty (30) calendar day period, shall be submitted to the grievance and arbitration procedure.

Section 2. Employee Address and Phone Number

It shall be the responsibility of the employee to keep the Employer informed of the employee's current address and telephone number. An Employee shall notify the Employer within one (1) week, in writing, of any change of address or telephone number.

Section 3. Loss of Seniority Termination of Employment

In addition to the reasons set forth in any applicable Local Rider, an employee shall lose all accumulated seniority for any of the following reasons:

1. Voluntary resignation.
2. Termination for just cause.
3. Unauthorized failure to report for work, as scheduled, for three (3) consecutive days.
4. Acceptance of a non-unit position with the Employer.
5. Failure to report to work, as scheduled, at the expiration of a contractual leave of absence, without the Employer's permission.
6.
 - (i) Failure to respond in a timely manner to a notice of recall, or declining a recall offer.
 - (ii) Failure to report to work, as scheduled, after positively responding to a notice of recall from layoff.

ARTICLE 8. DISCIPLINE AND DISCHARGE

The Employer shall not discharge, suspend or take any other disciplinary action against any non-probationary employee without just cause. With respect to discharge or suspension without pay, the Employer shall give at least one (1) warning notice to the employee in writing by personal delivery and/or certified mail with a copy of same to the Union. It is recognized that certain serious or multiple acts of misconduct may result in immediate termination, including but not limited to:

- dishonesty;
- theft;
- use or possession of weapons on Company property or while on duty;
- possession, using or being under the influence of alcoholic beverages, narcotics or other drugs while on duty (including while on lunch break);

- failure to submit to a sobriety/drug test in accordance with the substance abuse testing provisions of this Agreement, upon request, if the employee appears to be under such influence, or tampering with such testing procedures;
- carrying or permitting the carrying of drugs or narcotics on the employee's person or equipment that is prohibited by local, state or federal law;
- a serious preventable accident while on duty caused by the employee's negligence;
- the carrying of unauthorized passengers on Company vehicles/equipment;
- the failure to report an accident of which the employee was aware;
- violation of the no-strike provisions of this Agreement;
- committing any error in the weight and balance and/or load verification process, discovered after an aircraft has taken off;
- falsification of Company documents;
- malicious tampering with the Employer's or co-worker's property;
- willful damage or destruction of Company property or equipment;
- engaging in physical violence while on Company property or on duty, except in justifiable self-defense;
- gross insubordination;
- sleeping on the job;
- recklessness while on duty;
- being convicted of a felony;

ARTICLE 9. SCOPE OF BARGAINING

A. The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each party had and exercised the unlimited right and opportunity to make demands and proposals with respect to any and all lawful and proper subjects of collective bargaining. This Agreement fully and completely incorporates all such understandings and agreements between the parties and supersedes all prior agreements, understandings and past practices, oral or written, express or implied. Accordingly, this Agreement (together with the National Agreement and any Local Rider) alone shall govern the entire relationship between the parties and shall be the sole source of any and all rights which may be asserted in arbitration hereunder or otherwise with regard to employees covered by this operational supplement.

B. Except as expressly provided in the National Agreement, the Employer and the Union, for the duration of this Agreement, voluntarily and unqualifiedly waive any and all rights to negotiate, discuss or bargain collectively with respect to any and all matters referred to or covered by this Agreement or with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

C. It is agreed the Employer is allowed to make and implement reasonable rules, regulations, policies and procedures which do not contradict or modify this Agreement (together with the National Agreement and any Local Rider).

D. Any new rules, regulations, policies and procedures must be posted on the bulletin board at least fourteen (14) calendar days prior to their implementation. The Employer shall send a copy

of any new such rule, regulation, policy or procedure to the Union by certified mail seven (7) calendar days prior to posting.

ARTICLE 10: UNIFORMS

The Company has the right to establish and maintain reasonable standards for wearing apparel and personal grooming. Socks and appropriate footwear must be worn at all times.

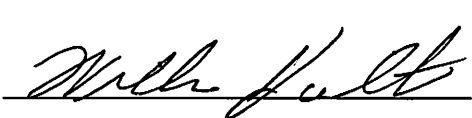
If any employee is required to wear a uniform as a condition of his/her employment, such uniform shall be furnished by the Company at no cost to the employee and at the standard required by the Company. Any required uniform shall be provided in sufficient number for a full work week, allowing for a daily change of uniform pants/shorts and shirt. The uniform will have the Teamster emblem applied within six months of the new contract ratification date.

ARTICLE 11: WAGES

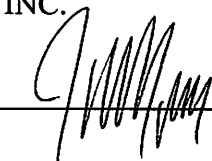
The wage progression and wage increases set forth in the revised applicable Local Riders will apply. Overtime: Employees shall receive double time (2x) for all hours worked over 12 in one day.

IN WITNESS WHEREOF

TEAMSTERS DHL NATIONAL NEGOTIATING COMMITTEE:

Bill Hamilton, Co-Chairman:  1/19/23

DHL EXPRESS (USA), INC.

Joe Yates, Chairperson:  1/19/23