

APPENDIX E

RIDER TO PUD/COURIER CBA

Between

DHL EXPRESS, INC.

And

LOCAL 295, AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN,
AND HELPERS OF AMERICA

March 1, 2019 - February 29, 2024

JFK GATEWAY RIDER

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GATEWAY RIDER

The **PUD AGREEMENT**, hereinafter referred to as the “Main Agreement,” to which this **GATEWAY RIDER** is appended shall set forth the general terms and conditions of the **IBT LOCAL 295** Bargaining Unit members employed at **DHL EXPRESS (USA), INC.’s** (“Employer,” “Company,” or “DHL”) JFK Building 263. However, this Gateway Rider, the expiration date of which is coterminous with the Main Agreement, lays out the exceptions to the general rules of the Main Agreement which apply to Local 295 members employed by DHL at Building 263;

WHEREAS, the Union has been certified by the Regional Director, Region 29, of the National Labor Relations Board (hereinafter called the “**NLRB**”) in Case Nos. 29-RC-10176 and 29-RC-10187 and the Employer recognizes Local 295 as the sole and exclusive Collective Bargaining Representative of the employees covered by this Gateway Rider; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the Main Agreement, it is mutually agreed as follows:

ARTICLE 1--RECOGNITION

A. The Employer, a Delaware corporation, hereby recognizes Local 295 as the sole and exclusive Collective Bargaining Representative of the following employees at its JFK Building 263: all full-time and regular part-time employees employed as Operation Agents, Control Center Service Agents, Courier Guards (Drivers), Facility Maintenance Mechanics, Fleet Maintenance Mechanics and Lead Personnel.

B. All other employees, trainers, any and all employees within the clerical unit certified by the Regional Director, Region 29, NLRB in Case No. 29-RC-10177 (i.e., all employees in the imports, exports and administration departments who are employed as international service agents and lead international service agents; all employees in the imports department who are employed as

customer service agents, scanner operators, warehouse supply clerks, and senior data entry operators; all employees in the department of finance who are employed as lead warehouse supply clerks, accounting clerks, and lead data entry operators); administrative assistants, managers, professional employees, technical service employees and all guards and supervisors as defined in the National Labor Relations Act (hereinafter called the “Act”), are expressly excluded from the bargaining unit covered by this Agreement.

C. The collective bargaining unit covered by this Agreement shall be structured on a departmental basis. All such Departments, as well as the classification of employees customarily assigned to work therein, are set forth below:

Operations Department
Operation Agents

Control Center Department
Control Center Service Agents

Facility Maintenance Department
Facility Maintenance Mechanics

Fleet Maintenance Department
Fleet Maintenance Mechanics

Courier (Drivers) Department
Courier drivers

In addition, a Lead Person may be assigned to any of the foregoing Departments. A Lead Person shall be a full-time employee only (no part-time employees) and shall be assigned as the Employer deems appropriate to fulfill the operational needs of the business, as provided in Article 5 (Lead Personnel) herein.

**ARTICLE 2--SUPERVISORY PERSONNEL/EMPLOYEE PERFORMANCE OF UNIT
JOB ASSIGNMENTS**

All unit employees shall abide by and comply with all work directives, instructions, and/or job assignments reasonably issued to them by the Employer and its supervisory personnel.

Employees may be assigned temporarily for a reasonable period of time, without a reduction in pay, to perform work within the job description of a different unit classification within any of the Departments covered by this Gateway Rider as, in the discretion of management, operational conditions require.

ARTICLE 3--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 layoff employees, to suspend, to discipline and discharge employees for cause, to expand or curtail its operations, and to close or discontinue its operations or any part thereof.

ARTICLE 4--DISCIPLINE

A. The discipline, suspension or discharge of an employee covered by this Agreement shall be for "just and sufficient cause," as such term is expressly utilized and defined in each of the four (4) categories of disciplinary offenses/infractions set forth herein, and further agrees to recognize and abide by the practice of progressive discipline.

Accordingly, except in cases of Category “A” serious offenses, discipline for Category “B” offenses and/or Category “C” and “D” infractions, as set forth below, shall be implemented in strict accordance with the respective progressive disciplinary steps therein stated.

As used herein for Category “B” offenses and Category “C” and “D” infractions, the term “subject to” simply means that the Employer may impose progressive discipline “up to and/or including” the highest disciplinary penalty stated therein in accordance with its discretion (i.e., subject to suspension up to 2 days, management may impose no penalty, 1 or 2 days suspension but not in excess of 2 days). It is also understood and agreed that the Employer’s imposition of a lesser penalty in the exercise of its discretion under the “subject to” provisions shall not constitute or be deemed to constitute a binding practice or precedent for any future cases involving any unit employee.

1. Category “A” Offenses

“Serious offenses” for which just and sufficient cause for summary discharge shall be deemed to exist shall include but not be limited to the following:

- (a) (i) Drunkenness or drinking during work hours (including lunch time, break periods and overtime assignments), or being under the influence of liquor or unlawful drugs during work hours (including lunch time, break periods and overtime assignments), and/or at any time in the Employer’s facility, or on the Employer’s premises, or in an Employer vehicle;
- (ii) Carrying and/or possessing unlawful drugs or weapons, any guns, or explosives during work hours (including lunch time, break

- periods and overtime assignments), or at any time in the Employer's facility, or on the Employer's premises, or in an Employer vehicle;
- (iii) Carrying and/or possessing alcoholic beverages during work hours (including lunch time, break periods and overtime assignments), or at any time in the Employer's facility, or in an Employer vehicle without prompt disclosure to management;
 - (iv) For the purpose of this Article, the term "Employer premises" or "Employer vehicle" shall be defined as anything that is leased, owned or rented by the Employer;
- (b)
 - (i) Testing positive to a drug and/or alcohol test reasonably requested pursuant to the provisions of Appendix D (DHL Substance Abuse Policies and Procedures) of the Main Agreement; or
 - (ii) Refusing to take a drug/alcohol test reasonably requested in accordance with the Employer's Substance Abuse Policies; or
 - (iii) Tampering, adulterating or substituting urine samples;
 - (c) Knowingly engaging, attempting or in any way aiding and/or abetting anyone to engage in theft;
 - (d) Knowingly engaging or attempting to engage in the theft or unauthorized use of DHL services (i.e., use of DHL services without proper payment therefor or prior management approval);
 - (e) Failing or refusing, upon reasonable request, to submit to a search of person, property, locker or employee vehicle (located on Company premises) in connection with a theft investigation by

management/supervisory personnel or security agents, as long as a steward or alternate is present. If neither is available, a member selected by the employee shall be permitted to attend.

- (f)
 - (i) Unprovoked fighting with, assaulting or threatening injury to a supervisor, other Employer representative, customer or employee, during work hours (including lunch period, breaks and overtime assignments) or, at any time in the Employer's facility or on the Employer's premises;
 - (ii) Unprovoked fighting with, assaulting or threatening injury to a supervisor, other Employer representative, customer or employee, while off-duty outside the facility and off premises, provided such activity has a direct nexus to the Employer's business operations.
- (g) Carrying unauthorized passengers in an Employer vehicle, or using an Employer vehicle for other than Employer business, without prior management approval;
- (h) Loss of shipments from an employee's assigned vehicle, or loss or theft of an employee's assigned vehicle, due to the employee's negligence; or loss of valuable shipments entrusted to an employee, but not delivered to the intended recipient, for which the employee cannot reasonably explain or account;
- (i) Engaging in any conduct in violation of the No-Strike provisions of the Main Agreement;

- (j) Willfully falsifying employment application, time records, financial records, delivery receipts, Employer accident reports, expense reports, cartage reports, ULD control, manifests, regulatory documentation, route sheets or other Employer records, for the employee's personal benefit or gain;
- (k) Negligently engaging in or causing an accident with an Employer vehicle, or other Employer equipment which results in the death of a participant therein;
- (l) Engaging in or causing an accident with an Employer vehicle or other Employer equipment due to the employee's gross negligence which:
 - (i) Results in serious bodily injury to a participant therein, requiring hospital admission; or
 - (ii) Results in total property damage in excess of \$20,000.00; or
 - (iii) Otherwise, in any way renders the aircraft non-airworthy;For cases brought under a "gross negligence" theory, the arbitrator shall factor in the employee's seniority and entire safety record in making his/her decision.
- (m) Making any mistake, whether intentionally or due to an employee's gross negligence, which results in a fine to the Company in excess of \$20,000. For cases brought under a "gross negligence" theory, the arbitrator shall factor in the employee's seniority and entire safety record in making his/her decision.

- (n) Willfully failing to report accidents involving Employer vehicles or equipment of which the employee knew or reasonably should have known;
- (o) Obtaining a leave of absence under false pretenses;
- (p) Gross insubordination;
- (q) Working for another employer, company or individual (whether or not compensated) engaged in work of the type and nature covered by this Gateway Rider, on behalf of a competitor of the Employer (i.e., FedEx, UPS, TNT and the like), without prior management approval. (Such consent shall not unreasonably be withheld);
- (r) Malicious tampering with Employer's or co-worker's property;
- (s) Knowingly engaging in a hit and run accident with an Employer vehicle;
- (t) Being convicted of a felony (such employee, however, may be offered the opportunity to transfer to an available, vacant position for which he is qualified at another DHL facility within the tri-state area, if the nature of the felony does not reasonably pose a significant risk to the Employer, its management representatives, employees or customers);
- (u) Except as otherwise provided in Section 26 (DHL DUI/DWI Policy and Procedure) of the Main Agreement, revocation of driver license of an employee required to drive an Employer vehicle in the performance of duties for the Employer, or suspension of such license

for one (1) year or more (during which time the employee shall be suspended without pay);

- (v) Proper revocation or suspension of Port Authority identification badge for ninety (90) or more calendar days (during which time the employee shall be suspended without pay); and
- (w) Committing an error specific to weight and balance duties involving the improper load planning, loading, and/or load verification of cargo onto an aircraft discovered after aircraft wheels are up.

2. Category "B" Offenses

Offenses for which just and sufficient cause shall be deemed to exist and warrant the imposition of discipline in four (4) progressive steps for unlike offenses (i.e., 1st Step – Written Reprimand; 2nd Step – Final Written Warning; 3rd Step -- Subject to Suspension (up to 2 days); 4th Step - Subject to Discharge) shall be as follows:

- (a) Willful failure to display a valid DHL and Port Authority, (as may be applicable), identification badges during all working hours (including lunch periods, break periods and overtime assignments), or at any time in the Employer's facility or in an Employer vehicle;
- (b) Insubordination (i.e., intentional refusal or failure to follow reasonable and clear work directives);
- (c) (i) Negligently engaging in or causing an accident with an Employer vehicle, or other Employer equipment which results in bodily injury to a participant, requiring medical treatment therefor without hospital admission; or

- (ii) Otherwise results in total property damage in the sum of five thousand dollars (\$5,000.00) or more; or
- (iii) In any way involves the hitting of aircraft;
- (iv) Or which results directly from the employee's failure (intentional or negligent) to properly secure the DHL vehicle or ground support equipment from movement, including but not limited to failing to place vehicle or equipment in park, setting the parking brake, turning off the ignition and/or chocking as may be applicable.
- (d) Making any mistake, whether intentionally or due to an employee's gross negligence, which results in a fine to the Company in excess of \$5,000. For cases brought under a "gross negligence" theory, the arbitrator shall factor in the employee's seniority and entire safety record in making his/her decision.
- (e) Abusive profanity to supervisors and/or customers;
- (f) Willful discourtesy to a customer, invitee or licensee;
- (g) Violation of posted Employer Security Policies and Procedures reasonably promulgated by the Employer;
- (h) Loss of shipments (of insignificant or low value) which are entrusted to the employee, but not delivered to the intended recipient, for which the employee cannot reasonably explain or account; and
- (i) Committing an error specific to weight and balance duties involving the improper load planning, loading, and/or load verification of cargo onto an aircraft, discovered prior to time aircraft wheels are up.

3. Category "C" Infractions

Minor infractions for which just cause shall be deemed to exist and warrant the imposition of discipline in four (4) progressive steps for each LIKE infraction (i.e., Step 1 - Written Warning; Step 2 – Final Written Warning; Step 3 – Subject to Suspension (up to 3 days); Step 4 -- Subject to Discharge) shall include, but not be limited to the following:

- (a) Violation of operational rules and regulations reasonably promulgated by the Employer;
- (b) Failure to abide by the Employer's dressing and grooming standards or the Employer's Uniform Policy;
- (c) Taking unauthorized breaks or meal periods;
- (d) Engaging in any activity unrelated to the proper performance of the employee's job duties and responsibilities during actual work time, including but not limited to horseplay, gambling, loitering, ball playing, and graffiti, etc.
- (e) Willful failure to report parking violations involving an Employer vehicle;
- (f) Willful failure to report minor accidents with Employer vehicles or equipment (i.e., minor nicks, scrapes, etc.);
- (g) (i) Engaging in or causing an accident with an Employer vehicle or other Employer equipment which results in minimal bodily injury, if any, and which does not require medical attention and/or hospitalization therefor, or

- (ii) Otherwise results in total property damage less than \$5,000.00;
- (h) Inappropriate use of Employer's email, voice mail and/or computer system for personal business;
- (i) Using personal cell phone while operating Employer equipment or vehicles;
- (j) Failing to wear seat belts while operating a DHL vehicle;
- (k) Failing to properly complete and/or perform pre and post trip Employer vehicle inspections and paperwork in connection therewith;
- (l) Abusive profanity to employees.

4. **Category "D" Infractions (i.e., carelessness or neglectful performance of job duties)**

A. Just and sufficient cause shall be deemed to exist and warrant the imposition of discipline in five (5) progressive steps for each (like or unlike) infraction of carelessness or neglectful performance of job duties. The five (5) progressive disciplinary steps are:

1 st Step	First Written Warning
2 nd Step	Final Written Warning
3 rd Step	Subject to Suspension (up to 1 day)
4 th Step	Subject to Suspension (up to 3 days)
5 th Step	Subject to Discharge

B. 1. The progressive disciplinary steps set forth in A.2 (Category "B" offenses) will be applied to **unlike** offenses; the progressive disciplinary steps set forth in A.3 (Category "C" infractions) will be applied only to **like** infractions, and the progressive disciplinary steps set forth in A.4. (Category "D" infractions) will be applied for each separate and distinct infraction constituting

carelessness or neglectful performance of job duties (whether like or unlike). In addition, depending on the severity of the violation, the progressive disciplinary steps may be accelerated with the joint agreement between the Union and the Employer.

2. Discipline issued under A.2 (Category “B” offenses), A.3 (Category “C” infractions) and A.4 (Category “D” infractions) above, will remain in effect for one year, as provided in Paragraph C. of this Article, below. Any and all absences in excess of ninety (90) days due to FMLA, ADA, Workers’ Compensation, Disability, Personal and/or Union Leave, shall not be counted in computing the one (1) year period.

C. Notification of and copies of all discipline shall be given to the employee involved, the applicable Union steward and the Local Union Representative. Communications and/or letters relative to an employee’s disciplinary file shall be removed on the three hundred sixty-sixth (366th) calendar day following the day of issuance, or the date of occurrence B whichever is later, and once removed will not be considered a part of such disciplinary record or be used in any proceeding.

D. **Credit and Rollback for Category “D” Infractions.**

If an employee is in the foregoing progression and has no further “similar” (i.e., “like kind” – but not necessarily identical offense) infraction for thirty (30) calendar days from the date of such infraction, the infraction shall be removed from the employee’s file and he shall revert back to the prior disciplinary step.

E. 1. An employee facing termination for engaging in a Category “A” offense, may be removed from the job as and when the Employer deems appropriate without time limitation;

2. An employee facing termination for engaging in a Category “B” offense may be removed from the job two (2) weeks after the date of such misconduct; and

3. An employee facing termination for engaging in a Category “C” or “D” infraction shall be entitled to remain on the job until his employment status has been resolved by the Arbitrator following the timely submission and processing of a grievance pursuant to the express provisions of this Gateway Rider, or for a period up to sixty (60) calendar days following the issuance of the termination letter, whichever occurs first. (The failure to file a timely grievance with respect to the termination shall result in the employee's immediate removal from the job.)

ARTICLE 5--LEAD PERSONNEL

A. Only full-time (and not part-time) unit employees may serve in a lead capacity, as hereinafter defined, in any of the classifications and/or Departments covered by this Gateway Rider in accordance with the operational needs of the business under the conditions set forth herein.

B. 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. Leads may not discipline employees under the provisions of this Gateway Rider or the Main Agreement, and may not, under any circumstances, countermand an instruction or direction issued by management/supervision.

C. During the life of this Gateway Rider, 10% of the Local 295 full-time employee population at the Employer’s JFK Building 263 facility shall be designated as leads; additional lead positions may be established by the Employer, as it deems necessary, and once established they may be eliminated thereafter by the Employer, provided the number of such lead positions do not go below 10% of the Local 295 full-time employee population.

D. The selection of unit employees to fill vacancies within a lead position (either arising from a voluntary downgrade, quit, termination or other permanent cessation of employment within

the number guaranteed in paragraph C, above, or in any newly created lead position above the minimum) shall be based on the Employer's determination as to whom is the best and/or most qualified and suitable candidate for the position.

E. Employees serving in a lead capacity shall receive one dollar (\$1.00) added to their base hourly rate of pay for all time worked in a lead capacity and such premium shall be included therein for the calculation of overtime pay, if any, as well as vacations, holidays, sick days, and bereavement. Such premium pay, however, shall be discontinued as and when a lead person leaves or otherwise downgrades from such lead position.

F. Lead positions shall be subject to the bidding procedures set forth in Section 6 (Seniority) of the Main Agreement and Article 7 (Seniority, Layoff, and Recall) of this Gateway Rider.

ARTICLE 6--PERFORMANCE OF BARGAINING UNIT WORK BY NON-UNIT PERSONNEL

A. Unit Work.

1. As used herein and elsewhere in this Gateway Rider, 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 the Gateway Rider.

2. 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 for which the Employer deems them qualified.

3. Although as a general rule "unit work," as defined herein, shall continue to be performed by employees covered by this Gateway Rider, non-unit personnel (i.e., those not covered

by this Gateway Rider) may perform such unit work under the circumstances and conditions set forth herein.

4. Nothing herein contained, however, shall preclude the Employer (due solely and exclusively to customer demands or requests, or for other legitimate operational needs) from rerouting planes, line haul trucks and/or other means of transportation, originating from locations outside the Union's jurisdiction and which regularly and customarily landed or arrived at JFK Airport with shipments that were unloaded, loaded or otherwise processed by unit personnel, to bypass JFK Airport and the Employer's JFK Gateway altogether and proceed directly to any other DHL facility within the DHL global network. (Such rerouting with its resultant diversion of shipments shall not constitute or, in any way, be deemed to constitute a violation of any of the provisions of this Gateway Rider or the Main Agreement.)

5. Moreover, the training of unit employees in the proper performance of their job functions, duties and responsibilities, as well as the performance of weight and balance call off verification process and plane de-icing on an active taxiway, shall not constitute or, in any way, be deemed to constitute bargaining unit work.

B. Performance Of Bargaining Unit Work By Supervisors/Management Personnel.

Supervisors/management personnel may continue to perform unit work, as operational conditions require, only in the following circumstances:

1. emergency situations;
2. where available personnel are not capable of performing the required work;
3. where an urgent situation arises and qualified personnel are not readily available to do the required work;
4. training of employees in the proper performance of their work duties;

5. protection of the property of the Employer;
6. to ensure the safety of employees;
7. in moving containers on ramp or in warehouse, and/or in sorting to assure service commitments and meet time constraints, provided such work is not performed on a recurring basis; and/or
8. reading of the weight scale and processing of the weight slip.

(Verbal notification of the performance of unit work, as aforesaid, shall be provided to the steward).

C. **Performance Of Unit Work By Subcontractors.**

The Employer may continue to engage subcontractors to perform bargaining unit work only in the following circumstances:

1. shuttling of material to/from Lufthansa/Building 263 due to space/equipment limitations at Building 263;
2. shuttling containers to/from airlines via airline personnel where carrier does not allow DHL to recover;
3. security monitoring of specific shipments;
4. plane de-icing and snow removal and cleanup where Employer does not have the requisite supplies and/or equipment to perform the work;
5. loading/unloading of trucks or containers in connection with non-core, USPS/GFS material due to:
 - a. significantly irregular flight operations (i.e., late aircraft in excess of one (1) hour);
 - b. troop rotation (i.e., increased volume)
 - c. seasonal spikes (i.e., Christmas rush, etc.); and

6. for a period of ninety (90) calendar days in connection with “new” work involving a significant increase in volume (i.e., involving at least one (1) added flight or four (4) or more additional trailers). The ninety (90) day period shall commence from the date of the Employer’s entry into a contractual arrangement to obtain such “new” work. Notification thereof shall be submitted promptly to the Union in writing. The aforesaid ninety (90) day period may be extended by mutual agreement of the parties for an additional thirty (30) days and the Union’s consent thereto shall not unreasonably be withheld.

All of the foregoing rights to subcontract are granted on the express understanding that such subcontracting may not result in the reduction of the regular work day of currently employed unit employees who, but for the subcontracting, would have performed the work in question.

ARTICLE 7--SENIORITY, LAYOFF AND RECALL

A. Seniority Definitions.

The generic term “seniority,” as used in this Article and elsewhere in this Gateway Rider has the same meaning and application as does the term “length of service.” Seniority shall be calculated on an Employer and unit basis, as follows:

1. **Employer Seniority** shall be calculated from the date of the employee’s first employment with the Employer, its predecessor, affiliates, subsidiaries or acquired companies, anywhere within or without the country, or re-employment by DHL following a loss of seniority, pursuant to the terms of Paragraph E., *infra*. Any and all time employed in a “temporary on-call” and/or “casual” capacity shall not be calculated or be included in determining an employee’s Employer Seniority.

2. **Unit Seniority** shall be calculated from the date on which the employee first commenced working for the Employer at Building 263 in the collective bargaining unit covered by this Gateway Rider, or re-employment following a loss of seniority, pursuant to the terms of Paragraph E., infra. Any and all unit employees employed at Building 263 as of the ratification date of the 2009 Main Agreement (i.e. PUD CBA) and Gateway Rider shall be credited with all time employed (excluding time, if any, in a “temporary on-call,” casual and/or supervisory capacity) in a comparable unit position at any DHL facility.

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B. **Seniority Principle**

1. **Unit Seniority** shall be utilized in the filling of General and/or Supplemental Bids, and insofar as may reasonably be practicable, in the filling of permanent vacancies arising after or between General and Supplemental Bids, in determining the order of layoffs and recall from layoff within a particular unit classification of the contractual Department in which the overstaffing exists, as provided in F.2 infra; and in the selection of vacation weeks, as provided in Article 13 (Vacations); in the event unit seniority among two (2) or more qualified employees is equal, Employer Seniority shall prevail.

2. **Employer Seniority** shall be utilized in determining entitlement to vacations and other fringe benefits herein provided, where length of service is a factor; in all cases where Employer Seniority is equal, priority on the seniority roster shall be determined by employment application date and, thereafter, if the dates are identical, by coin toss administered by the Employer in the presence of the Steward or other Union representative.

3. **Limitations on Seniority Usage**

Seniority does not give an employee the right to choose or demand a specific job assignment and, under no circumstances (except for bumping under the provisions of Paragraph H, infra) may it be used to replace or to substitute a less senior employee on a bidded shift on which the less senior employee has been awarded, and on which he is currently working.

C. Within thirty (30) calendar days after the signing of this Gateway Rider, the Employer shall post in a conspicuous place at the Employer's Building 263 facility, a list of employees arranged according to seniority. A new updated list provided by the Employer shall be posted quarterly thereafter. Claims for corrections to such list(s) must be made to the Employer's Senior Operations Manager within ten (10) calendar days after the posting thereof; if, however, no such claim for corrections is timely made, the list(s) shall be deemed correct. Any controversy over the seniority standing of any employee on such list(s), if raised within the aforesaid ten (10) calendar day period, shall be submitted to the grievance and arbitration procedures in this Gateway Rider.

D. **Employee Address and Phone Number.**

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

E. **Loss of Seniority – Termination of Employment.**

An employee shall lose all accumulated seniority for any of the following reasons:

1. Voluntary resignation.
2. Termination for just cause.

3. Layoff for twelve (12) or more consecutive months, or for the length of the employee's continuous service with the Employer in the unit covered by this Gateway Rider, whichever is less.
4. Unauthorized failure to report for work, as scheduled, for three (3) consecutive days.
5. Acceptance of a non-unit position with the Employer.
6. Failure to report to work, as scheduled, at the expiration of a contractual leave of absence, without Employer permission.
7.
 - (i) Failure to respond to a notice of recall; and/or
 - (ii) Failure to report to work, as scheduled, after positively responding to a notice of recall from layoff.
8. Work Related Injury: Failure, refusal and/or inability to return to work fully capable of performing the essential functions of the job within eighteen (18) months following the employee's absence from work as the result of a work related, medically substantiated disability or injury unless a longer period is required by the ADA or applicable federal, state, or local law.
9. Non-Work Related Injury Or Illness: Failure, refusal and/or inability to return to work fully capable of performing the essential functions of the job within one (1) year following the employee's absence from work as the result of a non-work related, medically substantiated disability or injury, or his length of service, whichever is shorter, unless a longer period is required by the ADA or applicable federal, state, or local law.

F. **Layoffs.**

Should it become necessary for the Employer to reduce its work force within any of the contractual Departments, layoffs shall be effectuated from the applicable unit classification of the specific Department in which the overstaffing exists, as follows:

1. Probationary employees, if any, within the affected unit classification, of the specific contractual Department, shall be laid off first without regard to their individual periods of employment.

2. If further layoffs are required within the affected unit classification, the employee (full-time or part-time) with the least unit seniority therein shall be laid off in ascending order, by the next least senior employee in the affected classification, etc.

G. **Notification of Layoff.**

In the absence of dire emergency or other exigent circumstances, the Employer shall provide advance notification of layoff to affected employees (excluding probationary employees). A copy of such notice shall be provided to the Steward and sent via mail and fax to the Union hall.

H. **Bumping.**

1. An employee scheduled to be laid off under the provisions of F.2. above, may “bump” a unit employee within any other classification of any other contractually covered Department, provided such employee:

(a) **if full-time**

(i) bumps (at the full-time employee’s option) either the full-time or part-time employee with the least unit seniority in the other classification and contractual Department into which he is eligible to bump; and

- (ii) possesses greater unit seniority than the employee he desires to bump; and
- (iii) satisfactorily meets the minimum qualifications (as set forth in the Job Descriptions) of the classification of the employee he desires to bump; and
- (iv) assumes the same work week and work day shift schedule of the employee he desires to bump.

-or

(b) **if part-time**

- (i) bumps the least senior employee (regardless of full-time or part-time status) in the other classification and contractual Department into which he is eligible to bump; and
- (ii) possesses greater unit seniority than the employee he desires to bump; and
- (iii) satisfactorily meets the minimum qualifications (as set forth in the Job Descriptions) of the classification of the employee he desires to bump; and
- (iv) assumes the same work week and work day shift schedule of the employee he desires to bump.

2. An employee desiring to exercise a bump must advise the Employer of his decision within three (3) calendar days after receipt of written notification of layoff. Failure to notify the Employer within such time period shall result in the forfeiture of bumping privileges.

3. Bumping privileges shall not be extended to probationary employees.

4. An employee exercising a bump in lieu of layoff shall be given priority in returning to a subsequent vacancy in the same job classification previously held by the employee, provided such vacancy occurs within one (1) year after the exercise of the bump.

I. **Recall.**

1. Unit employees on layoff shall be recalled to fill available vacancies for which they are qualified in reverse order of layoff (i.e., last to be laid off – the first to be offered recall). In the event of a recall, the laid off employee shall be notified by certified mail with a copy to the Union, and if the employee fails to comply, he shall lose all seniority rights and shall be considered a voluntary quit.

2. Unit employees (excluding probationary employees) shall enjoy recall rights for a period not to exceed twelve (12) consecutive months following the effective date of the layoff, or the length of the employee's continuous service with the Employer, whichever is less.

3. Probationary employees have no rights to recall hereunder.

J. **Inter-Bargaining Unit Transfers.**

1. Except as otherwise expressly provided in the Main Agreement and this Gateway Rider, when an employee transfers to another bargaining unit, he shall be governed by the terms and conditions of the contract covering that bargaining unit only, and the employee shall receive the wage rate and fringe benefit entitlements set forth therein.

2. All earned but unused paid hours of vacation, floating holidays and sick leave (excluding "banked" sick days accrued by Gateway unit personnel) to which the employee was entitled under the provisions of the Collective Bargaining Agreement covering the unit from which he transferred, shall be carried over for use by the employee in the new unit to which he transferred during the calendar year (or, as applicable, the April 1 – March 31 vacation period) in which the

transfer occurred. All such "carried over" vacation, floating holidays and/or regular sick leave hours, however, shall be credited against and deducted from any and all such comparable benefits earned for the same time period under the provisions of the Collective Bargaining Agreement covering the new unit to which the employee transferred.

ARTICLE 8--WORK WEEK, MEAL AND BREAK PERIODS, BIDDING

A. Work Week.

1. The regular work week for full-time employees shall be forty (40) hours, consisting of any five (5) calendar days within the Employer's seven (7) consecutive calendar day payroll period, and the regular work day for such full-time employees shall consist of any eight (8) consecutive hours, excluding an unpaid meal period as provided below. Days off from work for a full-time employee shall be scheduled on consecutive calendar days. The applicable payroll period within which to determine wage payments and overtime entitlement shall be Monday to Sunday, or such other period as reasonably established by the Employer on at least two (2) weeks advance notice to the Union.

2. An employee's regular work week may not be reduced or in any way be modified within a pay period to prevent, offset or avoid the performance of work on an overtime basis during such payroll week.

3. It is understood and agreed that the Employer may modify the workweek above such that no more than 25% of all full-time bidded shifts may be configured as 4 by 10 hour shifts within the Gateway.

B. Slide Time Changes In Starting Times.

Starting times for full-time and part-time positions may be changed by the Employer up to one (1) hour per day, based on operational need (i.e., plane delays for one (1) or more hours). The Employer shall endeavor to contact the employee by telephone (at the number of record in the

employee's personnel file) at least one (1) hour prior to his scheduled start time; if, however, the employee does not receive such timely notification from the Employer through no fault of the employee, and reports to work, then the one (1) hour slide shall be reduced to thirty (30) minutes. But if the Employer's failure to provide the requisite advance notification is due to the employee's fault (i.e., no telephone number or incorrect number listed in employee's personnel file resulting from the employee's failure to provide and/or update as required in Article 8), the one (1) hour slide shall not be reduced.

1. **Waiver of New York City Temporary Schedule Change Law** - On behalf of itself and all of its members covered by this Agreement, the Union waives and any all rights under the New York City Temporary Schedule Change Law, New York City Administrative Code, § 20-1201 - §20-1263, as amended. Further, the parties agree to meet and discuss and any future Federal, State or local temporary schedule change law/ordinance/act that may be deemed applicable to the bargaining unit and whose effective date would apply during the term of this Agreement. Where any such future laws/ordinances/acts provide that they shall not be applicable during the term of this Agreement or during the term of an existing collective bargaining agreement, the parties shall discuss such issues in renewal negotiations at the expiration of this Agreement.

C. **Break Periods.**

1. **Full-Time Employees.** Full-time employees (i.e., regularly scheduled to work 40 hours per week) shall be eligible to receive two (2) fifteen (15) minute paid breaks during the course of their regularly scheduled work day, as assigned by the Employer in accordance with the operational needs of the business. If at all reasonably possible, the 1st such break will be scheduled during the 1st one-half (1/2) of the employee's shift, and the second break shall be scheduled during the second half (1/2) of the employee's shift.

2. Part-Time Employees. Part-time employees who perform work duties for the Employer for less than eight (8) hours on any given day (whether regularly scheduled or not) shall be eligible to receive one (1) fifteen minute paid break during the course of their regular work day, as assigned by the Employer in accordance with the operational needs of the business.

Part-time employees who perform work duties for the Employer for eight (8) or more hours on any given day (whether regularly scheduled or not) shall be eligible to receive two (2) fifteen (15) minute breaks on the very same basis such breaks are provided to full-time employees under C.1. above. Except as otherwise provided by Federal or State law, the failure to utilize or take such breaks, (due to the voluntary action of the employee, or due to the Employer's inability to schedule for legitimate operational reasons), during the course of the employee's shift, shall not be compensable.

D. **Meal Periods.**

1. Full-Time Employees. Full-time employees (i.e., regularly scheduled to work 40 hours per week) shall receive an unpaid one-half (½) hour meal period on each regularly scheduled work day. The meal period shall be scheduled to start on or after the fourth (4th) hour of the employee's shift but prior to the commencement of the sixth (6th) hour, if at all reasonably possible.

2. Part-Time Employees. Part-time employees who perform work duties for the Employer in excess of six (6) hours on any given day (whether scheduled or not) shall receive an unpaid one-half (½) hour meal period, as scheduled by the Employer in accordance with the operational needs of the business; any and all part-time employees who perform duties for the Employer from four (4) up to but not in excess of six (6) hours on any given day (whether regularly scheduled or not) shall not be entitled to an unpaid meal period.

E. **Bidding.**

1. The first general bid is mandatory and shall be posted between January 1 and January 21 of each year. The second general bid, if needed, will be posted between September 1 and September 21 of each year. Bids must be completed within four (4) weeks of posting.

2. **Transitioning 295/851 Clerical Employees From the Clerical Transition Agreement.**

Those employees that became part of this Agreement through the Clerical Transition Agreement are now classified as GCG Clerks.

ARTICLE 9-- PART-TIME EMPLOYEES

A. A regular part-time unit employee is an individual who is regularly scheduled to work a minimum of at least sixteen (16) up to a maximum of thirty-two (32) hours per week. (The Employer may not hire or employ an individual in the unit on a temporary or casual basis, or in a part-time capacity working less than sixteen (16) hours per week.)

B. The Employer may continue to employ part-time personnel, as defined above, to fulfill its operational needs, subject to the terms and conditions set forth in this Article.

C. 1. The regular work week for part-time employees shall be guaranteed to consist of at least a minimum of sixteen (16) hours (and may not exceed thirty-two (32) hours of work) within the Employer's payroll period (i.e., Monday to Sunday). The regular work day for such part-time employees shall be guaranteed to consist of at least a minimum of four (4) consecutive hours.

2. In accordance with the operational needs of the Employer, the regular work day schedules for part-time employees may consist of either four (4), or five (5), or six (6), consecutive hours per day, for each scheduled work day, Monday to Friday, and four (4), or five (5), or six (6), or seven (7), or eight (8), or nine (9), or ten (10) consecutive hours per day, for each

scheduled work day, Saturday to Sunday, provided the regular work week schedules of such personnel remain thirty-two (32) or less hours per week.

3. Except as otherwise necessitated for reasons of operational efficiency and flexibility, the Employer shall endeavor in good faith to establish regular part-time work schedules, consisting of consecutive work days and consecutive days off.

4. The bidded regular part-time work day schedules within an employee’s bidded regular part-time work week may have different start times, not to exceed a two (2) hour swing time each day (either up or down), based on the employee’s start time on the 1st work day in the payroll period.

Example: Part-time employee is scheduled to work Monday-Friday, four (4) hours per day; start time on Monday is 8:00 a.m.; start times for the remainder of the week may be:

<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>
10:00 a.m.	8:00 a.m.	6:00 a.m.	8:00 a.m.

(A four (4) hour swing from 10:00 a.m. to 6:00 a.m. and/or from 6:00 a.m. to 10:00 a.m. under the foregoing example is not permitted).

D. Any and all regular part-time employees whose regular work week schedule consists of thirty-two (32) hours per week, shall be eligible to participate in the Union’s Health and Welfare Plan and the Union’s Pension Plan, and the Employer shall remit contributions thereto on their behalf on the very same basis and effective dates as it does for full-time employees (i.e., regularly scheduled to work 40 hours per week) under the Health & Welfare and Pension provision of the Main Agreement.

E. **Part-Time Upgrades To Full-Time Positions.**

For each part-time employee who averages more than thirty-two (32) hours of actual work within a ninety (90) day rolling period, excluding the entire months of November and December, the

Employer shall establish a new full-time position. (All work performed by a part-time employee to cover another employee's absenteeism, other than absences for vacation and floating holidays, shall not be counted as time worked for such purposes). The new full-time position shall be offered to part-time employees within the same classification in order of unit seniority.

ARTICLE 10--WAGES

A. Wage Schedule For Regular Full-Time And Regular Part-Time Operation Agents, Control Center Service Agents And Courier Guards (Drivers), Including All Lead Personnel Within Any Of The Foregoing Classifications.

1. Full-Time Wage Rate

Wage Steps

Hire
After completion of probationary period

After 1 year
After 2 years
After 3 years
After 4 years
Top Rate as of 3/1/19
Top Rate as of 3/1/20
Top Rate as of 3/1/21
Top Rate as of 3/1/22
Top Rate as of 3/1/23

Wage Rates

60% of the top rate
the new hire shall receive a one-time \$500 bonus. .
70% of the top rate
80% of the top rate
90% of the top rate
100% of the top rate
\$30.83
\$31.83
\$32.83
\$33.83
\$34.83

2. Part-Time Wage Rates

	<u>3/1/2019</u>	<u>3/1/2020</u>	<u>3/1/2021</u>	<u>3/1/2022</u>	<u>3/1/2023</u>
"One Rate" Part-Time Rate Applicable to all Part-time Employees (except as indicated below)	\$15.50	\$16.00	\$16.50	\$17.00	\$17.50
Increases for Employees at or above Part-time Rate	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50

Maximum Part-Time Wage Rate	\$18.50	\$19.00	\$19.50	\$20.00	\$20.50
<p>Part-time employees get greater of the “One-Rate” part-time rate, or their current rate plus \$.50, or such higher rate if required by applicable Federal, state, local or other law or ordinance, subject to and in accordance with the maximum part-time wage rate provided.</p> <p>Note - rates above exclude premiums and bonus to new hires after successful completion probationary period.</p> <p>After completion of probationary period a one-time \$500 bonus.</p> <p>****All part-time years of service shall count towards an employee’s progression upon promotion to full-time employment. (For example, a part-time employee who obtains a full-time straight truck driver position after 1 year of service shall receive 70% of the applicable full-time rate.)**</p>					

B. Wage Schedule For Regular Full-Time And Regular Part-Time Facility Maintenance Mechanics And Fleet Maintenance Mechanics, Including All Lead Personnel Within Any Of The Foregoing Classifications.

1. Full-Time Wage Rate

Wage Steps

Hire

After completion of probationary period

After 1 year

After 2 years

After 3 years

After 4 years

Top Rate as of 3/1/19

Top Rate as of 3/1/20

Top Rate as of 3/1/21

Top Rate as of 3/1/22

Top Rate as of 3/1/23

Wage Rates

60% of Top Rate

the new hire shall receive a one-time \$500 bonus.

70% of Top Rate

80% of Top Rate

90% of Top Rate

100% of Top Rate

\$33.05

\$34.05

\$35.05

\$36.05

\$37.05

2. Part-Time Wage Rates

	<u>3/1/2019</u>	<u>3/1/2020</u>	<u>3/1/2021</u>	<u>3/1/2022</u>	<u>3/1/2023</u>
"One Rate" Part-Time Rate Applicable to all Part-time Employees (except as indicated below)	\$15.50	\$16.00	\$16.50	\$17.00	\$17.50
Increases for Employees at or above Part-time Rate	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50
Maximum Part-Time Wage Rate	\$18.50	\$19.00	\$19.50	\$20.00	\$20.50
Part-time employees get greater of the "One-Rate" part-time rate, or their current rate plus \$.50, or such higher rate if required by applicable Federal, state, local or other law or ordinance, subject to and in accordance with the maximum part-time wage rate provided. Note - rates above exclude premiums and bonus to new hires after successful completion probationary period.					
After completion of probationary period a one-time \$500 bonus.					

C. Premium Pay.

Premium pay will be added to the hourly rate of all eligible employees for the following positions:

- Weight and Balance (after certification and successful bid): \$1.00 per hour
- HAZMAT (after certification and successful bid): \$1.00 per hour
- Leads: \$1.00 per hour

ARTICLE 11--OVERTIME

A. Full-time employees (i.e., regularly scheduled to work 40 hours per payroll week, 8 hours per day) shall be paid at the rate of time and one-half (1 ½) their regular straight-time hourly rate of pay for all hours actually worked in excess of eight (8) in any one (1) day, or in excess of forty (40) hours per payroll week (i.e., Monday to Sunday).

B. Part-time employees (i.e., regularly scheduled to work at least 16 up to 32 hours per payroll week) shall be paid at the rate of time and one-half (1 ½) their regular straight-time hourly rate of pay only for all hours actually worked in excess of forty (40) hours per payroll week.

C. Employees in the GCG clerical job classification set forth in Appendix A shall not be permitted to bid for overtime work performed in the warehouse. The only instance employees in the GCG clerical job classification are permitted to perform work in the warehouse shall be when there are not enough volunteers from employees in the warehouse to perform the required work. In this instance, employees in the GCG clerical job classification may bid to perform the work and the Company shall select employees in the GCG clerical job classification to perform the work on seniority basis.

D. When overtime is posted and filled by seniority and is awarded to a part time employee, it will not count as a violation as set forth in Section 2 B. 3 of the PUD collective bargaining agreement if the overtime opportunity is completed 3 hours or more prior to the part time employee's regularly scheduled start time. When overtime is posted and filled by seniority and is awarded to a part time employee, it will not count as a violation as set forth in Section 2 B. 3 of the PUD collective bargaining agreement if the overtime opportunity does not begin until 3 or more hours after the completion of the part time employee's regularly scheduled shift.

E. Except as otherwise provided herein, all hours not actually worked during the payroll week (whether paid or unpaid) shall not be counted or in any way be considered in determining overtime entitlement. However, designated contractual holidays (including floating holidays), paid sick leave and paid vacation hours only shall be deemed time worked for the purpose of computing overtime entitlement.

F. There shall be no pyramiding of overtime. In addition, all overtime shall be paid for, and no employee will take time off as payment.

G. 1. As and when requested by the Employer, an employee may be required to perform a reasonable amount of overtime as operational conditions dictate. Overtime shall be assigned with preference going to “boots on the floor” (i.e. employees who are already at work for that specific day.) It is understood and agreed, however, that employees shall not be forced to work more than ten (10) hours on any shift on a recurring basis, except in case of unforeseen operational emergencies.

2. In the event work needs to be performed following the end of a scheduled shift, such overtime opportunities shall be offered to employees in the applicable classification on such shift, by unit seniority. Should there be an insufficient number of volunteers, employees within the applicable classification on such shift may be assigned to perform the overtime work in inverse order of unit seniority.

3. **Time Sensitive Supplemental Work And/Or Overtime Opportunities.**

During time sensitive situations (i.e., due to late arriving aircraft and/or trucks, Material Handling System breakdowns, etc.) supplemental (i.e., extra) work hours, as needed, will be offered, by unit seniority, to employees within the applicable classification currently working on a shift which is about to end; if, however, the work can be performed by employees working on a later shift without a significant adverse effect on operations, such employees shall absorb the supplemental work or, as the Employer deems appropriate, such employees shall be offered, by unit seniority, the opportunity to report to work prior to the commencement of their bidded shift in order to perform the supplemental work. In the event there are insufficient volunteers, employees in the applicable

classification and shift may be assigned, in inverse order of seniority, to perform the supplemental work.

H. All overtime must be approved in advance by the employee's supervisor and must be recorded on the employee's time sheet.

ARTICLE 12--SHIFT DIFFERENTIAL

A. Shift differential payments for full-time and/or part-time unit employees, whose regular work day schedule falls within the time period from 6:00 p.m. to 12 Midnight (Evening), or from 12 Midnight to 8:00 a.m. (Night), shall be provided under the terms and conditions set forth herein.

B. 1. In the event fifty-one percent (51%) or more of an employee's regularly scheduled work hours falls within either the applicable evening time period, or the night time period, shift differential shall be paid for all hours worked on such shift (i.e., employee regularly scheduled to work 8 hours per day from 3:00 p.m. – 11:00 p.m., shall receive differential payments for all 8 shift hours worked from 3:00 p.m. to 11:00 p.m.).

2. If, however, only fifty percent (50%) of an employee's regularly scheduled work hours falls within either of the applicable evening or night time periods, shift differential shall be paid only for regularly scheduled hours actually worked after the commencement of the evening or night time periods (i.e., employee regularly scheduled to work 8 hours per day from 2:00 p.m. to 10:00 p.m., shall receive shift differential pay only for the four (4) regularly scheduled hours worked from 6:00 p.m. – 10:00 p.m.).

3. If less than fifty percent (50%) of an employee's regularly scheduled work hours falls within either of the applicable evening or night time periods, no differential payments whatsoever shall be provided for any and all hours worked.

C. Evening shift differential under B.1 and 2. above, shall be forty cents (\$0.40) per hour; Night shift differential shall be payable at the rate of fifty cents (\$0.50) per hour.

1. Shift differential payments shall be added to an employee's base hourly rate for the computation of overtime payments, if any, arising within the payroll week.

2. Except as otherwise required by Federal or State law, the foregoing shift differential payments shall not be added to an employee's base wage scale for the purpose of computing the other fringe benefits provided in this Gateway Rider (i.e., sick leave, bereavement leave, jury duty, holidays and/or vacations).

ARTICLE 13--VACATIONS

A. **Full-Time And Regular Part-Time Employees With One (1) Or More Years of Seniority As of April 1st Of Any Given Year.**

1. All full-time and regular part-time employees with one (1) or more years of Employer seniority prior to April 1st of any given year, shall receive paid vacations in accordance with the following schedule, provided the employee fully satisfies the minimum work hour requirements for vacation entitlement set forth in A.2. below:

**Years of Employer Seniority
As of April 1st**

**Maximum Vacation
Hours Entitlement**

(a) One (1) year (12 months) but less than five (5) years (60 months)	2x employee's regular scheduled work week hours
(b) Five (5) years (60 months) but less than twelve (12) years (144 months)	3x employee's regular scheduled work week hours
(c) Twelve (12) years but less twenty (20) years (240 months)	4x employee's regular scheduled work week hours
(d) Twenty (20) years or more	5x employee's regular scheduled work week hours

2. **Minimum Straight-Time Work Hour Requirements For Full Vacation Entitlement.**

(a) **Full-Time Employees**

In order to be entitled to receive the maximum number of vacation hours allotted in accordance with the employee's Employer Seniority as of April 1st, as provided in A.1. above, a full-time employee had to work at least one thousand four hundred (1400) straight-time hours in the twelve (12) month period immediately preceding the applicable April 1st date (i.e., eligibility year).

(b) **Part-Time Employees**

In order to be entitled to receive the maximum number of vacation hours allotted under the schedule set forth in A.1. above, a part-time employee regularly scheduled to work at least sixteen (16) but not in excess of thirty-two (32) hours per week, had to work at least seven hundred fifty (750) straight-time hours in the twelve (12) month period immediately preceding the applicable April 1st date (eligibility year).

(c) **Paid time off from work**

For the purposes of this Article, paid time off from work shall be deemed "time worked" for the calculation of the minimum applicable straight-time work hour standards for vacation entitlement.

B. **Pro-ration Of Vacation Hours For Full-Time And/Or Part-Time Employees With One Or More Years Of Employer Seniority As Of April 1st, Who Do Not Fully Satisfy The Minimum Work Hour Requirements.**

Full-time and regular part-time unit employees with one (1) or more years of seniority as of April 1st of any given year, who work less than the minimum straight-time work hour requirements in an eligibility year for full vacation entitlement, shall be entitled to prorated vacation benefits. In such circumstances, the hours actually worked (including paid days off) in the eligibility year shall be divided by the applicable minimum straight-time work hour requirement (i.e., 1,400 hours for

full-time employees; 750 hours for all part-time employees regularly scheduled to work 16 up to 32 hours per week), and the resultant sum shall be multiplied against the vacation schedule applicable to the employee in Paragraph A.1.(a), (b) or (c), based on the employee's years of Employer seniority.

C. **Vacation Entitlement For Full-Time And/Or Part-Time Employees With One (1) Or More Years Of Employer Seniority Prior To April 1st Of Any Given Year, Whose Regular Scheduled Work Week Hours Changed (Either Upward Or Downward, Or Due To A Change In Status From Full-Time To Part-Time Or Vice Versa) During The Vacation Entitlement Year.**

In the event an employee's status changed from full-time to part-time (due to a voluntary downgrade), or from part-time time to full-time (due to promotion), or the employee's regular scheduled work week hours changed in any manner (either upward or downward) during the vacation eligibility year, the employee's vacation entitlement shall be computed in accordance with the weekly average of all straight-time hours worked (including paid time off) in each such capacity, during the vacation eligibility year, as follows: Add the total number of all straight-time hours worked (including paid time off) in each full-time and/or part-time capacity in the eligibility year and divide said sum by 52 weeks; the resultant sum (weekly average straight-time hours worked) shall be multiplied against the maximum vacation entitlement set forth in the vacation schedule applicable to the employee in Paragraph A.1.(a), (b) or (c) above, based on the employee's years of Employer seniority, and this sum shall be subject to the minimum straight-time work hour requirements for full vacation entitlement as set forth in A.2.(a) and (b) and B. above. (If the weekly average hours equals or exceeds 32, the 1400 hour standard will apply; if the weekly average hours equal 32 or less hours, the 750 hour standard will apply).

D. **Vacation Entitlement For Employees With Less Than One (1) Year Of Employer Seniority Prior To April 1st.**

Employees with less than one (1) year of service prior to April 1st of any given year, shall receive a prorated vacation based on the number of months employed from his hire date to April 1st.

In calculating such prorated vacation entitlement, employees hired between the 1st and the 15th of a month shall receive full credit for the month; employees hired on or after the 16th of the month shall receive no credit for the month. For all months of employment thereafter up to April 1st, the employee must work at least 75% of the straight-time hours regularly scheduled to be worked in each such month in accordance with the employee's regular work week schedule in order to be credited for such month; paid time off shall be deemed time worked for such purposes. Failure to achieve such 75% standard shall result in no credit for the month. Moreover, all partial and/or fractional vacation hours shall be rounded to a whole number. If the fraction is .5 or above, the number will be rounded up; if the fraction is less than .5, it will be rounded down.

E. **Vacation Entitlement For Full-Time And/Or Part-Time Employees With Less Than One (1) Year Of Employer Seniority Prior To April 1st Of Any Given Year, Whose Regular Scheduled Work Week Hours Changed (Either Upward Or Downward Due To A Voluntary Downgrade, Or Due To A Change In Status From Full-Time To Part-Time Or Vice Versa) In The Initial Year of Employment Prior To April 1st.**

In the event an employee's status changed from full-time to part-time (due to a voluntary downgrade), or from part-time to full-time (due to promotion), or the employee's regular scheduled work week hours changed in any manner (either upward or downward) during the employee's initial year of employment from date of hire to the following April 1st, the employee's vacation entitlement shall be computed in accordance with the number of credited months worked in said year in each such capacity, on the same basis as set forth in D. above (except, however, a change in status shall not be calculated until the following month).

F. **Vacation Scheduling And Usage.**

1. The Employer shall have the right to schedule the maximum number of employees, by classification and shift, within a contractual Department who may be permitted to take vacation days off at any given time. The Company shall provide the Union with forty-five (45)

days to bid vacations in each year, but the bidding must be finished by April 1 of the then-current year. The Company shall provide the Union with a 7% vacation buffer for vacation scheduling purposes.

2. (a) Available vacation weeks within each contractual department shall be scheduled in accordance with unit seniority for all shifts commencing within each of the following time periods: a.m. (4:00 a.m. to 11:59 a.m.); p.m. (12:00 p.m. to 9:59 p.m.); and Midnight (10:00 p.m. to 3:59 a.m.).

(b) Available vacation weeks for Lead Personnel shall be scheduled (in accordance with unit seniority of Leads), by a separate vacation bid, on the same basis as set forth in 3(a), above.

3. The vacation period for the eligible employees shall consist of consecutive days, provide that in the case of employees entitled to two (2) or more weeks vacation, the Employer may split the vacation into separate one (1) week periods with the consent of the eligible employee.

4. The Employer may not change the time of an employee's vacation once scheduled, except by mutual consent.

5. Unit employees may use earned but unused vacation hours to offset unpaid FMLA leave. However, such vacation hours may not be used until after the exhaustion of "banked" and/or "regular" sick leave hours in the circumstances set forth in the Sick Leave Article of this Gateway Rider.

6. Vacation pay shall be paid to the eligible employee before he starts vacation.

G. Holiday During Vacation.

If a contractual holiday is observed during an employee's vacation period, the employee shall receive an additional day's pay for such holiday, not to exceed the maximum number of paid holiday hours to which the employee is entitled, or (subject to the mutual agreement of the Employer

and the employee) an additional paid day off on the employee's first regularly scheduled work day following such vacation period.

H. **Involuntary Hospitalization During Vacation.**

Employees who are involuntarily hospitalized during their scheduled vacation may charge each day of such involuntary hospital confinement, which falls during their regular work week, against their "banked" sick hours, if any, followed by their earned but unused "regular" sick hours, if any (i.e., employee's regular work week is Monday-Friday. The employee is hospitalized Thursday-Sunday while on vacation. Only two days – Thursday and Friday – may be charged against accumulated sick leave). Under no circumstances may there be a compounding of vacation pay benefits and sick pay benefits. Any and all vacation days lost due to involuntary hospital confinement, which are properly charged against accumulated sick hours, shall be rescheduled at a time or time mutually agreeable to the Employer and the employee.

I. **Vacation Pay Upon Death Or Termination.**

In the event an employee severs his employment with the Employer for any reason, the employee shall receive all earned but unused vacation pay to which the employee is contractually entitled within two (2) weeks following his separation from employment. Moreover, in case of the death of an employee, the vacation pay due such employee shall be paid to the employee's spouse, or as may be applicable, estate within two (2) weeks after receipt of death certificate.

ARTICLE 14--HOLIDAYS

A. **Recognized Holidays.**

All non-probationary employees within the unit covered by this Agreement shall be entitled to the following paid holidays:

New Year's Day
Memorial Day
Independence Day

Labor Day
Thanksgiving Day
Christmas Day

Each of the foregoing holidays shall be observed on the calendar day on which it actually falls. For employees whose shift covers two (2) calendar days, one of which is a contractual holiday, the shift on which the holiday is recognized will be the one which commences on the calendar day on which the contractual holiday falls.

B. **Floating Holidays.**

1. **Full-Time Employees**

a. Except as otherwise provided in Paragraph 1(b) below, effective January 1, 2006, each non-probationary full-time employee (i.e., regularly scheduled to work 40 hours per week) shall receive paid floating holidays (computed at the employee's regular straight-time hourly rate not to exceed 8 hours per day) in accordance with his Employer seniority as of January 1st of any given year, to be used in the ensuing calendar year, as set forth below:

Years of Employer Seniority As Of <u>April 1st</u>	<u>Maximum Number of Paid Floating Holiday Hours</u>
(i) Less than one (1) year	16
(ii) One (1) year but less than two (2) years	24
(iii) Two (2) years but less than six (6) years (i.e., 72 months)	32
(iv) Six (6) years but less than ten (10) years (i.e., 120 months)	40
(v) Ten (10) years (i.e., 120) months or more	56

b. All full-time employees hired prior to January 1, 2006 shall be entitled to receive at least six (6) floating holidays (i.e., 48 paid hours) each January 1st of any given year within the life of this Collective Bargaining Agreement.

2. Part-Time Employees

a. Less Than Ten (10) Years Seniority

Each non-probationary regular part-time employee (i.e., regularly scheduled to work at least 16 but not in excess of 32 hours per week) who has less than ten (10) years Employer seniority as of January 1st of any given year shall receive paid floating holiday hours in accordance with the schedule set forth in B.1(a), above, prorated in accordance with the employee's regular scheduled straight-time work week hours.

b. Ten (10) Years Seniority Or More

Each regular part-time employee who has ten (10) or more years of Employer seniority as of January 1st of any given year shall receive paid floating holiday hours, prorated on the very same basis set forth in B.2(a) above, except, however, the maximum number against which to apply the pro-ratio shall be forty (48) hours. (The 56 hour maximum number in B.1(a)(v) is solely for full-time employees).

C. **Paid Floating Holidays For Unit Employees For Use In The Calendar Year In Which The Employee Was Hired.**

During the initial year of employment, non-probationary full-time unit employees shall receive paid floating holiday hours, as set forth below:

Month In Which Full-Time Employee Successfully Completes Probationary Period After Hire	Floating Holiday Hour Entitlement (Following Probationary Period to March 31 st)
April-September	8
October-March	0

Non-probationary part-time employees shall receive such floating hours, prorated in accordance with their regular scheduled straight-time work week hours.

D. **Floating Holiday Entitlement For Full-Time And/Or Part-Time Employees Whose Regular Scheduled Work Week Hours Changed (Either Upward Or Downward, Or Due To A Change In Status From Full-Time To Part-Time Or Vice Versa) During The Calendar Year In Which Floating Holiday Hours Have Been Granted.**

In the event an employee's status changed from full-time to part-time (due to a voluntary downgrade) or from part-time to full-time (due to promotion), or the employee's regular scheduled work week hours changed, in any manner (either upward or downward) during the calendar year in which floating holiday hours have been granted under Paragraphs B. and C. above, the employee's earned but unused floating holiday hours entitlement at such time shall be adjusted (either upward or downward) as of the 1st day of the month immediately following the date of the change in status or work week, as follows:

Compute the employee's new floating holiday hour entitlement in accordance with the applicable schedule set forth in Paragraphs B. or C. above, based on the number of months the employee worked in each such status during the calendar year (for status changes occurring from the 1st to the 15th of the month, such new status shall be credited for the entire month in which the change in status occurred; for status changes occurring on and after the 16th of the month, the pre-existing status shall be credited for the month); add the respective numbers together (fractions of .5 or above, rounded up; below .5, rounded down), and then deduct all paid floating holiday hours previously used by the employee in the calendar year. The resultant sum is the number of floating holiday hours to which the employee is entitled (absent additional changes in status or work week for the remainder of the calendar year).

E. **Holiday Pay And Observance.**

1. Should any of the contractual holidays provided in Paragraph A. above fall on a unit employee's scheduled work day, the employee shall be paid for same at his regular straight-time hourly rate of pay. For full-time employees, such payment shall not exceed eight (8) hours per day; for part-time employees, payment shall be equal to the part-time hours regularly scheduled for such day, not to exceed the part-time employee's maximum, prorated holiday hour entitlement for recognized holidays within the applicable calendar year.

2. In the event a recognized holiday is observed on an employee's regularly scheduled day off, the employee shall be paid for such holiday.

3. Where any of the contractual holidays to which the employee is entitled occur during the employee's vacation period, that holiday shall be converted to a floater holiday, subject to this Gateway Rider's floater rules.

4. In order to be entitled to holiday pay, an employee must work his regularly scheduled work day immediately preceding the recognized holiday and his regularly scheduled work day immediately following the holiday, unless such absences are due to scheduled vacations or floating holidays, or otherwise expressly excused by the Employer.

5. Except as otherwise provided herein, an employee whose bidded shift falls on a contractual holiday, shall report for duty on such holiday and work his regular scheduled shift. If, however, the Employer reasonably anticipates or expects that there will be a significant reduction in work volume on such holiday, the Employer may in the exercise of its business discretion post a holiday bid at least 14 calendar days prior to the holiday, by classification, for each scheduled shift on such holiday commencing within each of the following time periods: a.m. (4:00 a.m. to 11:59 a.m.); p.m. (12:00 p.m. to 9:59 p.m.) and midnight (10:00 p.m. to 3:59 a.m.). The bid shall list the reduced number of unit employees within the applicable classification needed for holiday coverage

on each such shift within the foregoing time periods. Each shift within each respective time period shall be filled by unit seniority from among those employees within the same classification whose regular bidded shifts (as per General Bid) fell on such holiday within the same time period (i.e., a.m. employees may bid a.m. shift vacancies only; p.m. employees on p.m. shifts and midnight employees on midnight shifts); if an insufficient number of employees bid for the available positions, vacancies shall be filled as aforesaid in inverse order of seniority.

F. **Payment For Work Performed On A Recognized Holiday.**

1. For all work actually performed on New Year's Day, Memorial Day and Labor Day, the employee shall receive holiday pay for such holiday as set forth in E.1. above, and in addition thereto, shall be paid at the rate of time and one-half ($1\frac{1}{2}$) his regular straight time hourly rate of pay for each and every hour, or fraction thereof, actually worked on such day (i.e., full-time employee works 12 hours on Labor Day; the employee receives holiday pay equal to 8 hours of his regular straight-time rate of pay and, in addition thereto, receives overtime pay at the rate of $1\frac{1}{2}$ for all 12 hours of actual work performed on such day. Under no circumstances shall there be a pyramiding of the $1\frac{1}{2}$ rate for hours worked in excess of 8 as set forth in the Overtime Article of this Gateway Rider with the $1\frac{1}{2}$ rate for all hours worked on such recognized holiday).

2. For all work actually performed on Independence Day, Thanksgiving Day and Christmas Day, the employee shall receive holiday pay for such holiday as set forth in E.1. above, and in addition thereto, shall be paid at the rate of two times (2x) his regular straight-time hourly rate of pay for each and every hour, or fraction thereof, actually worked on such day (i.e., full-time employee works 12 hours on Christmas; the employee receives holiday pay equal to 8 hours of his regular straight-time rate of pay and, in addition thereto, receives overtime pay at the rate of 2x for all 12 hours of actual work performed on such day. Under no circumstances shall there be a

pyramiding of the 1 ½ rate for hours worked in excess of 8 as set forth in the Overtime Article of this Gateway Rider with the 2x rate for all hours worked on such recognized holiday).

G. **Scheduling Of Floating Holidays.**

Floating holidays shall be posted for bid along with the annual vacation schedule. In tandem with the vacation schedule, the Company shall provide the Union with forty-five (45) days to bid floating holidays, but the bidding must be finished by April 1 of each year. Floating holidays which are not bid shall be requested by the employee at least seventy-two (72) hours in advance. The floaters shall be scheduled by the Employer with due consideration for seniority and for maintaining efficiency of the Employer's operations. Within such framework, employee requests for floaters shall not unreasonably be denied by management.

H. **Payment For Earned But Unused Floating Holidays.**

1. All earned but unused floating holidays as of March 31st of any given year, shall be paid to unit employees in the last pay period of April; in the event of an employee's death at any time during a calendar year, all earned but unused floating holidays shall be paid to his designated beneficiary or estate; if, however, an employee's employment is severed for any other lawful reason (i.e., quits or terminations), payment for earned but unused floaters shall not be made and all such floaters shall be rescinded.

2. Payment for unused floaters shall be made at the rate prevailing for such employee on March 31st, or as may be applicable, on the day employment ceases due to the death of the employee.

I. **Floating Holiday Usage.**

Unit employees may use floaters for any reason they deem appropriate, including but not limited to offset unpaid FMLA leave. However, such floaters may not be used until after the exhaustion of (i) "banked" and/or "regular" sick leave hours and (ii) earned but unused vacation

hours in the circumstances set forth in Article 15 (Sick Leave). Furthermore, each sick day immediately before or immediately after a scheduled floating holiday shall count as an occurrence (with a maximum of two occurrences) for purposes of achieving pattern absences. However, the pay for the floating holiday shall not be impacted by such days off.

J. **Non-Entitlement To Holiday Pay.**

Holiday pay shall not be provided to any employee who, on the day the recognized holiday is observed, (1) is on an unpaid leave of absence; or (2) is on layoff; or (3) is not otherwise actively employed by the Employer.

K. Employees who work a scheduled 10 hour shift shall receive 10 hours for each floating holiday.

ARTICLE 15--SICK LEAVE

A. **Full-Time Employees.**

Each non-probationary full-time employee (i.e., regularly scheduled to work 40 hours per week) shall receive paid sick leave hours (computed at the employee's regular straight-time rate of pay), in accordance with his Employer seniority as of January 1st of any given year, to be used in the ensuing calendar year, as set forth below:

<u>Years of Employer Seniority As of January 1st</u>	<u>Maximum No. of Paid Sick Leave Hours</u>
1. Less than one (1) year	48
2. One (1) year but less than two (2) years	56
3. Two (2) years or more	64
4. Ten (10) years or more	80

B. **Part-Time Employees.**

Each non-probationary part-time employee (i.e., regularly scheduled to work at least 16 but not in excess of 32 hours per week), shall receive sick leave hours in accordance with Paragraphs A. 1, 2 or 3 only of the schedule set forth in Paragraph A. above, (A.4 above is applicable solely to full-time employees), prorated in accordance with the employee's regular scheduled straight-time work week hours.

For each regularly scheduled work day lost due to employee sickness, the employee shall be paid at his regular straight-time hourly rate of pay for all hours regularly scheduled to be worked on such day, but in no event in excess of the employee's maximum sick hours entitlement for the calendar year.

C. **Sick Leave Hours For Unit Employees For Use In The Calendar Year In Which Employee Was Hired.**

During the initial year of employment, non-probationary full-time employees shall receive sick leave hours, as set forth below:

<u>Month In Which Employee Successfully Completes Probationary Period Of Hire</u>	<u>Sick Hour Entitlement (Following Probationary Period To December 31st)</u>
January-April	48 hours
May-July	40 hours
August-September	32 hours
October	24 hours
November	16 hours
December	8 hours

Non-probationary part-time employees shall receive prorated sick leave hours on the same basis as set forth in Paragraph B. above.

D. **Sick Leave Entitlement For Full-Time And/Or Part-Time Employees Whose Regular Scheduled Work Week Hours Changed (Either Upward Or Downward Due To A Change In Status From Full-Time To Part-Time Or Vice Versa) During The Calendar Year In Which Sick Leave Hours Have Been Granted.**

In the event an employee's status changed from full-time to part-time (due to a voluntary downgrade), or from part-time to full-time (due to promotion), or the employee's regular scheduled work week hours changed in any manner (either upward or downward) during the calendar year in which sick leave hours have been granted under Paragraphs A., B. or C. hereunder, the employee's earned but unused sick hours in effect at such time shall be adjusted (either upward or downward) as of the first day of the month immediately following the date in change in status or work week, as follows:

Compute the employee's new sick leave entitlement in accordance with the applicable schedule set forth in Paragraphs A., B., or C. above, based on the number of months the employee worked in each such status during the calendar year (for status changes occurring from the 1st to the 15th of the month, such new status shall be credited for the entire month in which the change in status occurred; for status changes occurring on and after the 16th of the month, the pre-existing status shall be credited for the month); add the respective numbers together (fractions of .5 or above, rounded up; below .5, rounded down), and then deduct all paid sick leave hours previously used by the employee in the calendar year. The resultant sum is the number of sick leave hours to which the employee is entitled (absent additional changes in status or work week) for the remainder of the calendar year.

E. **"Banked" Sick Leave Hours And Usage.**

1. All accumulated (i.e., not used) sick leave hours earned by unit employees pursuant to DHL policies and procedures prior to January 1, 2005, shall be carried over, (less any such previously accumulated sick hours actually used on or after January 1, 2005 to and including

the ratification date of the 2009 Main Agreement (i.e. PUD CBA), for future usage during the term of this Agreement.

2. “Banked” sick leave hours, as aforesaid, must be used and exhausted to offset unpaid time off prior to using “regular” sick leave hours (provided under Paragraphs A. and B. above), vacation hours and/or floating holidays, in the following circumstances:

- (a) To cover all work days lost during the waiting period prior to the commencement of short term disability (STD) or Workers’ Compensation benefits;
- (b) To pay the difference between STD benefits and the employee’s regular straight-time hourly rate of pay; and
- (c) To offset unpaid FMLA leave in connection with the serious health condition of the employee, or the employee’s parent, spouse or child.

3. Moreover, “banked” sick leave hours must be used and exhausted prior to using “regular” sick days, to substitute for periods of involuntary hospital confinement occurring on days previously scheduled as vacation days.

4. “Banked” sick leave hours may be used, at the employee’s option, in the following circumstances:

- (a) To offset unpaid FMLA leave in connection with the birth of a child of the employee in order to care for such child, and/or the placement of a child with the employee for adoption or foster case; and

- (b) For all absences for which “regular” sick leave was properly used and exhausted.

5. Unused “Banked” sick leave hours shall not, under any circumstances, be paid out to an employee on his separation from employment for any reason (i.e., termination, quit or layoff etc.), or to the employee’s estate upon the employee’s death.

F. **“Regular” Sick Leave Hours And Usage.**

1. “Regular” sick leave hours shall be used and exhausted, prior to using “banked” sick leave hours, if any, to compensate an employee for absences from work in connection with:

- (a) An employee’s bona fide sickness or non-work related injury or disability for up to the first three (3) consecutive work days thereof, or for any longer period of time for which FMLA coverage is not provided;
- (b) An employee’s own medical, dental or vision care appointments; or
- (c) An employee’s need to arrange for emergency care plans or otherwise to act responsibly in the event of medical situations of persons who depend on the employee (which are not covered by FMLA).

2. “Regular” sick leave hours shall be used and exhausted, prior to using vacation days or floating holidays, following the exhaustion of all “banked” sick days in connection with the circumstances set forth in F.2 above.

3. “Regular” sick leave hours may be used, at the employee’s option, to offset unpaid FMLA leave in connection with the birth of the employee’s child in order to care for such child, and/or the placement of a child with the employee for adoption or foster care, or (following the exhaustion of “banked” sick hours, if any, under F.3 above) to cover periods of involuntary hospital confinement occurring on days previously scheduled as vacation days.

G. **Payment Of Earned But Unused “Regular” Sick Leave Hours.**

1. Unused “regular” sick leave hours as of December 31st of any given year, shall be payable in the last pay period of January in the following calendar year; for employees who sever their employment for any reason during the calendar year, payment thereof shall be made within thirty (30) calendar days thereafter. Payment for unused sick days shall be made in accordance with the rate prevailing for such employee on December 31st or, as applicable, on the day an individual’s employment is severed for any reason. (In the event of an employee’s death, all earned but unused sick hours shall be paid to the employee’s estate).

2. In order to be eligible for payout of unused “regular” sick hours, the employee must have actually worked ninety (90) or more days during the calendar year (paid days off shall not be deemed time actually worked in this Article), and the employee must have remained on the seniority roster (active or inactive) for the complete year

H. The Employer may require verification of an employee’s eligibility for sick leave hours (“regular” or “banked”) in accordance with applicable law. If an employee misses four (4) or more consecutive days of work, he/she must provide (on the day he/she returns) management with medical documentation (i.e. a doctor’s note) substantiating the illness. As an example, if an employee misses four (4) consecutive days of work due to an alleged illness, when he/she returns on the fifth (5th) day, he/she must provide management with medical documentation (i.e. a doctor’s

note) excusing the missed time. An employee may not return to work until the Doctor's note has been provided. Elapsed days following the date that an employee fails to present a note shall be considered additional sick days (if an employee has sick days available) and, if no sick days are available, shall be treated as unpaid days off. In all cases involving STD or Workers' Compensation, an employee must present a "medical release" from his physician prior to returning to work, certifying that the employee is fully capable of performing the essential functions of his job, with or without a specified "reasonable accommodation(s)."

I. Sick leave hours (regular or banked) shall be payable from the first (1st) day of illness.

J. An employee shall not be entitled to use sick leave hours (regular or banked) if, at the time of the illness or disability, the employee is on layoff, contractual holiday, any other non-STD or non-FMLA leave (i.e., jury duty leave, military leave, bereavement leave, personal leave), or otherwise is not actively at work under the provisions of this Agreement.

K. Employees who work a scheduled 10 hour shift shall receive 10 hours for each sick day.

L. **Waiver of Applicable Sick Leave Acts and Ordinances.**

On behalf of itself and all of its members covered by this Agreement, the Union waives any and all rights under: the New York City Earned Sick Time Act, NYC Admin. Code §20-911 et seq, as amended; the New Jersey Paid Sick Leave Act, A-1827, as amended; the Connecticut Paid Sick Leave Statute, §§ 31-57r - 31-57w, as amended; and any other applicable ordinances in effect as of the signing of this Agreement. The parties agree that the sick leave benefits provided herein are comparable to the requirements outlined in the New York City Earned Sick Time Act , the New Jersey Paid Sick Leave Act and the Connecticut Paid Sick Leave Statute. Further, the parties agree to meet and discuss and any future Federal, State or local sick leave ordinances or Acts that may be

deemed applicable to the bargaining unit and whose effective date would apply during the term of this Agreement. Where any such future ordinances/acts provide that they shall not be applicable during the term of this Agreement or during the term of an existing collective bargaining agreement, the parties shall discuss such issues in renewal negotiations at the expiration of this Agreement.

ARTICLE 16--STANDBY PAY AND PROCEDURES

A. Operational requirements at the Gateway sometimes necessitate that unit employees serve in a "standby capacity" for a possible call to duty at any time (day or night, weekends, holidays or scheduled days off) in order to perform work or services during emergencies, severe weather conditions or other significant operational crises, subject to the standby terms and conditions set forth herein.

B. The Employer may, as it deems appropriate, designate one (1) or more qualified employees within a contractual department to be available on a standby basis (either daily, weekly or a combination thereof) to receive phone calls and/or to report to work if the need arises. Standby status shall be offered to qualified employees in the applicable contractual department in accordance with unit seniority.

C. 1. A standby employee shall receive an allowance of \$30.00 for each day on which he serves standby duty, whether or not actual work duties are performed on such day.

2. A standby employee who is called to and actually performs work duties on behalf of the Employer while on standby assignment, shall be compensated for all time actually worked on such standby call or calls (on a portal to portal basis) in addition to the standby allowance provided in C.1., above.

D. An employee on standby shall not be required to remain at his residence of record, but he shall:

1. be easily accessible for contact by the Employer via telephone, cellular phone or paging equipment;
2. be readily available and fit to perform work when called; and
3. be en route to the facility within fifteen (15) minutes after being called or paged.

E. At all times during standby duty, the standby employee shall not consume any alcoholic beverages whatsoever.

F. An employee on standby may arrange for another qualified employee to substitute for him on a daily or weekly basis, provided management approval has been obtained in advance. Such approval shall not unreasonably be withheld.

G. An employee on standby who is not readily available and fit to report to work when called, or otherwise does not timely respond to a call to work, shall forfeit all entitlement to the daily standby allowance and he shall also be subject to appropriate discipline.

H. **Snow Team Opportunities.**

In or about October, the Employer shall post snow team positions for each existing shift, to be filled by unit seniority by shift. Should insufficient volunteers accept these positions, the Employer may fill the open positions in inverse order of seniority by shift. This bid will be in effect until October of the following calendar year. The provisions of Paragraphs C.1, D., E., F. and G. above, shall be applicable to the employees awarded this bid. A snow team employee who is called to duty on behalf of the Employer shall be compensated, commencing as of the time he reports for duty.

**ARTICLE 17--ATTENDANCE/LATENESS CALL-IN REQUIREMENTS AND
PROCEDURE**

A. Regular and timely attendance is required of all employees. Except in extreme emergencies, all absences, including those relating to illness or injury, shall be reported daily by the employee to his immediate supervisor or, in his absence, to another designated Employer official, or, as necessary, to the Control Center, as early as possible, but in no event less than one (1) hour prior to the beginning of the employee's shift. Excessive lateness (i.e., in excess of 45 minutes) shall be reported as well, as early as possible, in accordance with the provisions of Paragraphs B-E of this Article 17.

B. The applicable telephone cell number of the immediate supervisor or other designated Employer representative shall be provided to unit personnel in writing. In the event the supervisor and/or other designated Employer representative does not answer the employee's call, the employee shall leave a clear voice mail message with the immediate supervisor and/or designated Employer representative providing the information listed in Paragraph D below and, in addition thereto, shall report the absence or excessive lateness to the Control Center.

C. Absence or lateness reports shall not be reported by fellow employees, friends, neighbors, relatives or other persons, except where extreme circumstances reasonably prevent the employee from personally reporting the lateness or absence.

D. In cases where the absence or lateness is reported over the telephone, the employee shall state his name, the reason for not reporting to work and the anticipated duration of the lateness or absence.

E. The failure to call in altogether or in a timely manner in accordance with the requirements of this Article shall constitute a Category "C" violation under the Disciplinary Article

of this Gateway Rider and, in addition thereto, may result in the forfeiture of sick pay for the day(s) of absence.

ARTICLE 18--BULLETIN BOARD

The Employer will mount one (1) bulletin board, for each break room located on the first (1st) floor at its Building 263 facility for the exclusive use of Local 295 business. The bulletin boards shall be purchased and supplied by the Employer. The size of such bulletin board shall be three (3) feet by four (4) feet, and shall be glass enclosed and lockable. The key for same shall be provided to the primary steward and the Employer's JFK Gateway Director. Material to be posted shall not contain anything derogatory to the Employer, its officers, directors, managers and/or supervisors or employees, or anything that will affect Employer operations detrimentally. Union notices may not be posted anywhere within the facility, except on the Union Bulletin Board.

ARTICLE 19--MECHANICS' TOOLS

A. All Fleet Maintenance Mechanics and Facility Maintenance Mechanics within the unit covered by this Gateway Rider shall be required, as a condition of employment, to purchase and/or maintain any and all customary hand tools and related equipment (including a lockable tool box and/or storage cabinet), which are needed to satisfactorily perform the duties and functions of their respective classifications as set forth in Appendix "A" herein.

B. Within thirty (30) calendar days following the execution of this Gateway Rider and the Main Agreement, a complete written inventory of each and every tool and/or piece of equipment owned and maintained in each unit mechanic's tool box shall be prepared by the Employer in the presence of the affected unit employee. The name, make, manufacturer, serial number of all such tools shall be reflected on the inventory list. Any and all receipts, reflecting the purchase price for such tools, shall be provided to the Employer by the employee. The inventory list shall be signed by the employee acknowledging the accuracy thereof, and a copy of same shall be provided to the

employee. (The Employer may also photograph each tool and/or tool drawer within the employee's tool box or cabinet, as it deems appropriate). Additional tool inventories will be conducted at least once each calendar year thereafter.

C. All mechanic tools and equipment, as aforesaid, shall be of sufficient quality and condition to provide safe, damage-free usage. Tools which are deemed by the Employer to be of poor condition, quality or otherwise inappropriate, or unnecessary may be rejected by the Employer from the employee's inventory and, accordingly, the employee shall remove said item(s) from the work place.

D. Any replacement, addition or deletion of required tools by the employee, at any time, must be documented in writing by the employee to the Employer which, in turn, will make the applicable notation on the employee's written tool inventory list, and provide a duplicate copy thereof to the employee.

E. The employee shall be responsible for the safe operation and usage of his tools. Moreover, the employee shall be responsible for the securement and protection of such tools during his on-duty hours. Following the completion of the employee's shift, however, and during any and all off-duty hours, the employee's tools shall be locked in his tool box or tool cabinet and stored in a designated area inside the mechanics' shop.

F. In the event one or more tools listed on the employee's inventory list is stolen from his locked tool box, while being stored in the mechanics' shop, as the result of a provable, "forced entry", break-in of the box as authenticated by a police report thereof, the Employer shall reimburse the employee for such proven losses, at a fair market value (to be determined by the Employer), up to but not in excess of \$10,000.00, per incident.

G. In addition, the Employer shall reimburse an employee for the cost of a new tool(s) purchased by him to replace an inventoried tool(s) which has become broken, inoperable or unsafe from wear and tear, provided the employee presents the tool to be replaced as well as the receipt for the purchase of the new tool to his immediate supervisor. For Fleet Maintenance Mechanics, the maximum reimbursement per calendar year shall not exceed \$300; for Facility Maintenance Mechanics, the maximum shall not exceed \$150 per calendar year. (Reimbursement, however, shall not be provided for any tool intentionally or willfully broken by the employee.)

ARTICLE 20--SCOPE OF BARGAINING

A. DHL and Local 295 acknowledge that 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 during the negotiations which resulted in this Gateway Rider and the Main Agreement which it supplements. This Gateway Rider supplements the Main Agreement to form the complete terms and conditions of Local 295 represented employees at DHL's JFK Building 263. Those two documents incorporate all such understandings and agreements between the parties and supersede all prior agreements, understandings and past practices, oral or written, express or implied. Accordingly, this Gateway Rider and the Main Agreement it supplements shall govern the entire relationship between the parties with respect to bargaining unit employees at JFK Building 263 and they shall be the sole source of any and all rights which may be asserted in arbitration hereunder or otherwise.

B. By reason of the foregoing, DHL and Local 295, 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 in 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.

**ARTICLE 21--RESUMPTION OF 295 JFK CLERICAL OPERATIONS BEING
TRANSITIONED TO THE 295 GATEWAY UNIT**

Pursuant to the Clerical Transition Agreement, in the event the Company, during the term of the PUD or Gateway Agreements (or any such successor Agreements), resumes (or seeks to resume) any or all of the Clerical Operations (as outlined in Article 8.E.2) presently performed by the 295 JFK Clerical Unit (as of May 2014) within the JFK footprint or elsewhere within the jurisdiction of Local 295, the Company must recognize Local 295 as the exclusive collective bargaining representative of its employees and bargain with the Union over the terms and conditions of employment for any such work within the confines of the 295 Gateway Unit and applicable Gateway/PUD Agreements. In the event the Company, during the term of the PUD or Gateway Agreement (or any such successor Agreements), is required by applicable law to resume any or all of the Clerical Operations presently performed by the 295 JFK Clerical Unit within the JFK footprint or elsewhere within the jurisdiction of Local 295, the Company will resume such Clerical Operations as part of the GCG work and apply the terms and conditions of the PUD/Gateway Agreements.

AGREEMENT

This Gateway Rider shall constitute the full and binding Agreement of the parties and shall be in full force and effect from March 1, 2019 to February 29, 2024.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 9th day of October 2019.

DHL EXPRESS (USA), INC.

By:  _____

By:  _____

By:  _____

By: _____

LOCAL 295, I.B.T.

By:  _____

By:  _____

By:  _____

By:  _____

IN WITNESS WHEREOF THE PARTIES HERETO have set their hands and seals this
17 day of October, 2019.

LOCAL 295, I.B.T.

By: 

STEVEN BRUNO

By: 

WILLIAM BLAINE

By: 

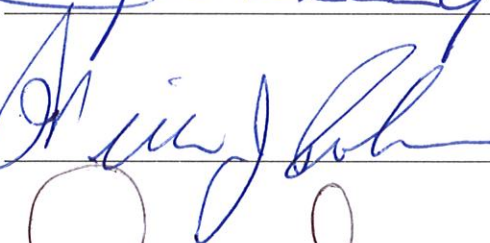
GREGG DECKER

By: 

PATRICK CALLANAN

By: 

JOHN KENNY

By: 

WILLIAM ROBERTSON

By: 

IGNACIO GARCIA