

TEAMSTERS LOCAL 317 CALL CENTER RIDER

Effective

April 1, 2008 to March 31, 2013

ARTICLE 20. SCOPE OF AGREEMENT

Section 1. Scope and Approval of this Local Rider

This Agreement is entered into by and between DHL EXPRESS (USA), INC. (hereinafter the “Company”, “Employer” or “DHL”), the TEAMSTERS DHL NATIONAL NEGOTIATING COMMITTEE, representing Local Unions affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS and TEAMSTERS UNION 317, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS (hereinafter “Union” or “Local 317”). This Local Rider is supplemental to and becomes a part of the National DHL Express Agreement, hereinafter referred to as the “National Agreement” and the Call Center Operational Supplement, hereinafter referred to as the “CCOS”, for the period commencing April 1, 2008 through March 31, 2013. This Local Rider shall not become effective unless and until it is ratified by the Employer’s Call Center employees represented by Local 317 and approved in writing by the National Union Committee as provided in the National Agreement (Article 2, Scope of Agreement, Section 1, Scope and Approval of Local Supplements). Further, this Local Rider, for the initial term only (April 1, 2008 – March 31, 2013), is contingent upon Locals 483 and 851 approving Local Riders for represented DHL Call Center Employees employed by DHL in Call Centers located within the jurisdiction of those Locals.

Once this Local Rider becomes effective, it (together with the National Agreement and CCOS) shall supersede, cancel and replace in its entirety the pre-existing collective bargaining agreement between DHL/Airborne Freight Corporation and Teamsters Local 317 (Office Agreement) for the term May 1, 2000 through April 30, 2006 (and as thereafter extended by the parties) for the affected Call Center Employees represented by Local 317.

The terms set forth in each Local Rider shall supersede any conflicting terms in their applicable Operational Supplement. Challenges/grievances arising out of alleged conflicts shall be submitted directly to the National Grievance Committee for a decision.

ARTICLE 21. RECOGNITION

Section 1. Employees Covered

This Local Rider covers all Call Center employees employed within the jurisdiction of Local 317 (presently only located at 6601 Kirkville Road, East Syracuse, New York 13057).

The term “employee” or “employees” as used in this Local Rider shall mean Customer Service Representatives (CSR’s) employed at the Company’s East Syracuse, New York call center facility (hereinafter the “Syracuse Call Center”).

Any dispute arising from the interpretation and/or application of this Recognition article shall be submitted directly to the Grievance Procedure.

ARTICLE 22. SCOPE AND ASSIGNMENT OF UNIT WORK

Section 1. Lead Assignment.

The parties agree that for the term of this 2008 Agreement, the Employer will not select any unit employee to serve in a lead capacity.

ARTICLE 23. GRIEVANCE PROCEDURE

The parties agree to retain as their Grievance Procedure the “Grievance Machinery” article (Article 32) from their May 1, 2000 through April 30, 2006 contract, and this shall replace in its entirety the “Grievance and Arbitration Procedure” article of the National Agreement. Any reference in the National Agreement or the CCOS to the “National Grievance Procedure” shall be understood and amended to mean the parties’ Grievance Procedure.

ARTICLE 24. SENIORITY, LAYOFF AND RECALL

“Company seniority” is defined as the length of continuous service as a full-time and/or a part-time employee, measured from the most recent date of hire or rehire. To the extent that some employees employed as of the date of ratification of this Agreement in 2008 have a seniority date different from their date of hire (typically the date they completed their probationary period), such seniority date shall not be changed.

Full-time employees shall have a “full-time seniority date” which shall be the date they most recently became a regular full-time employee. If a full-time employee becomes a part-time employee they forfeit their full-time seniority date; any future upgrades to full-time status will be to the bottom of the full-time seniority list with a new full-time seniority date that will be the date of their return to full-time status.

Part-time employees shall have a “part-time seniority date” which shall be the date they first became a regular part-time employee. If a part-time employee becomes a full-time employee, they retain their original part-time seniority date, which they will continue to use in the event they return to part-time status in the future.

Section 2. Probationary Period

The CCOS provision on probationary period shall be revised to be sixty (60) working days from date of hire instead of sixty (60) calendar days. All other provisions of the CCOS on probationary period shall remain unchanged.

Section 3. Layoff.

Part-time employees shall be laid off before full-time employees, and part-time employees shall be laid off based on their part-time seniority date, with the least senior laid off first. If further layoffs are needed, full-time employees shall be laid off based on their full-time seniority date, with the least senior laid off first.

ARTICLE 25. HOURS OF WORK

Section 1. Application of Article – Full Time (Designation of Red-Circled Full-Time Employees)

Regular full-time employees who were employed as of the ratification of this Local Rider in 2008 and entitled to a 40-hour guarantee pursuant to Article 9, Section 1 of the CCOS, are listed by name and seniority date in Appendix “A” of this Local Rider. Appendix “A” shall be dispositive of any future question as to eligibility to be considered a “red-circled” full-time employee. A red-circled full-time employee may waive their 40-hour guarantee for a given work week by volunteering for time off pursuant to Article 9, Section 7 of the CCOS (Hours of Work – Voluntary Time Off), without affecting their continued status as a red-circled full-time employee. Said individuals shall be the only employees entitled to the protections of red-circled full-time employees, and they shall retain those privileges only so long as they remain continuously employed in a full-time shift position in a Call Center covered by the CCOS.

Section 2. Hours Guarantee for the Term of the 2008 Agreement

Effective on the ratification date of this Local Rider and the CCOS and continuing during the initial term set forth in Article 28 (Duration) of the National Agreement, the Employer agrees that it will maintain a minimum of 561,453 hours of work at the call centers staffed by employees represented by Locals 851, 317 and 483 (in the aggregate and as a group). This commitment is contingent upon all three Locals – 851, 317 and 483 – ratifying and becoming bound by the National and CCOS Agreements and their respective Local Riders. This hours of work commitment includes all hours worked by the employees in the Call Centers represented by Locals 851, 317 and 483, including full-time employees, part-time employees and casual employees. The hours of work commitment can be satisfied by call center employees represented by Local 851, Local 317 and Local 483, or any combination thereof, and this continues to be the case in the event of any closure and/or consolidation of call centers staffed by employees represented by any of these three Locals.

The Company’s adherence to this commitment may be audited by the Union, and shall be evaluated each full calendar year of this Agreement, starting with calendar year 2008. The hours of work guarantee is derived from a standard business record report that reports the actual straight time hours paid (including paid time off) for 2007 (ten (10) months actual, two (2) months projected). (Reference Note: The full-year straight time actual number for 2006 was 561,280.) Auditing of the Company’s compliance with this number will be based on the Company’s regularly maintained payroll and business

records for the Call Centers which report includes the actual straight time hours paid for represented employees in the Call Centers represented by Locals 851, 317 and 483.

The only exception to the Company's obligation to maintain the foregoing straight-time annual hours commitment is if there is a significant drop in overall system-wide call volume by more than 5% in any given calendar year, in which case the Company could reduce the hours guarantee by a percentage amount below the guarantee equal to the percentage drop in system-wide call volume. For example, if call volume drops by 6% in 2009, the Company can drop below the guarantee number by 6%. If, on the other hand, the call volume drops only 4.5%, the Company is still obligated to meet the annual hours guarantee commitment of 561,453 hours.

Section 3. Meal Period

Full-time employees shall receive a thirty minute unpaid lunch period, which will be scheduled by management to be started and completed between 3.5 and 6 hours worked on their shift. For example, an employee who begins work at 8:00 a.m. shall not be required to begin their lunch period before 11:30 a.m. and shall not be required to take any part of their lunch period after 2:00 p.m. Employees may be required to swipe in/out for meal periods.

Part-time employees shall not be entitled to a meal break during their part-time work day. If, however, such employees are required to work more than six (6) hours on any single day, then they will be provided a thirty minute unpaid lunch period, which will be scheduled by management.

Section 4. Rest Period

All employees shall be entitled to a ten (10) minute break to be scheduled by the employee's supervisor for every four (4) full hours worked near the middle of each such four-hour block of time and which may not be attached to a meal period. If an employee volunteers or is required to work overtime beyond the end of their shift, and the overtime is expected to last more than two hours after the end of their shift, they will be provided a ten (10) minute break near the beginning of that overtime.

ARTICLE 26. JOB BIDDING AND FILLING OF VACANCIES

Section 1. General Bid and Protection of Red Circled Employees

All bidding shall be done by seniority; provided, however, that in order to protect the rights of "red-circled" full-time employees to a 40-hour workweek, such employees shall bid shifts in the General Bid before any other employees, even if other employees (e.g., part-timers) may have more Company seniority. The Employer shall post for the General Bid sufficient full-time shifts for every red-circled full-time employee then still employed to be able to bid a full-time shift. If a full-time position intended for a red-circled full-

time employee is not bid because one or more red-circled full-time employee(s) does not participate in the bid for a proper reason (because they are, for example, on approved leave or workers compensation), the Employer may leave said shift vacant and/or fill some or all of those hours with part-time or casual employees. Under no circumstance shall this situation be deemed to create another full-time bid position. The Company will permit the Steward to bid for an employee who is absent from work during a General Bid, but it shall be the obligation and responsibility of such employee to contact the Steward and instruct them as to how to exercise their seniority bid.

Section 2. Bidding by Full- and Part-Time Status

After red-circled full-time employees have bid, then any other full-time employee will be allowed to complete the full-time bid using their full-time seniority date. Part-time positions shall be bid separately thereafter based on part-time seniority date.

Section 3. Filling of Long-Term Temporary Vacancies.

A full-time vacancy that is expected to last for more than thirty (30) calendar days due to a long-term illness, injury, FMLA leave or approved personal leave which the Employer decides to fill shall first be offered to full-time employees in seniority order, using the employees' full-time seniority date. The vacancy created by the successful bidder (or the original vacancy if no full-time employee bids for the vacancy) shall be offered to part-time employees in seniority order using the employees' part-time seniority date. This provision shall not apply to any vacancy created by absences due to vacations regardless of the length of the vacation absence.

ARTICLE 27. LEAVES OF ABSENCE

Section 1. Bereavement Leave

All bereavement leave need not be taken within seven (7) calendar days after the death, in the event of a death in the winter when burial has to be delayed because of freezing weather. In that instance, an employee may use one (1) day of bereavement leave to attend the burial when it takes place after the ground thaws. All other provisions of the National Agreement on Bereavement Leave shall remain unchanged.

Leave shall only be available to part-time employees employed on or before the date of ratification of this Agreement or full-time employees

Section 2. Unpaid Leaves – Arrangements for Continuation of Pension/Health and Welfare

An employee taking an unpaid leave of absence must make suitable arrangements for continuation of any applicable health and welfare and pension payments before the leave

may be approved by either Local 317 or the Employer. All other provisions of the National Agreement on Unpaid Personal Leave of Absence shall remain unchanged.

Section 3. FMLA Leave

Employees are required to notify the Employer of qualifying FMLA absences and the Company will not back-date FMLA related absences, tardies or leave-earlies that were not documented or requested at the time as FMLA absences. All other provisions of the National Agreement on FMLA Leave shall remain unchanged.

Section 4. Jury Duty Leave

Those part-time employees employed on or before ratification of this Agreement and all full-time employees shall be eligible for jury duty leave in accordance with the terms of the National Agreement.

Section 5. Advance Notice of Absence

Employees are required to provide a 2 hour notice prior to the start of their shift of absence due to illness or injury. Employees are required to call and speak to a member of the Syracuse Call Center management team for shifts that start after 8:45 AM or leave a voice mail message on a designated phone number if a member of management is not on duty for shifts that start before 8:45 AM.

ARTICLE 28. HOLIDAYS

Section 1. Eligibility Requirements for Holiday Pay

In addition to the provisions of the CCOS on eligibility requirements for holiday pay, the parties agree that to be eligible for holiday pay, an employee must work his/her regularly scheduled work day immediately preceding the recognized holiday and his/her regularly scheduled work day immediately following the holiday, in addition to the holiday when scheduled as part of the duty shift, except for absences permitted by the CCOS. For purposes of this provision, “work” means working the entire shift from start to end.

Section 2. Holidays

All employees covered by this Agreement who do not work on any of the following holidays, shall receive the applicable rate of pay:

NEW YEARS DAY	LABOR DAY
MEMORIAL DAY	THANKSGIVING DAY
INDEPENDENCE DAY	CHRISTMAS DAY

An employee shall not be entitled to holiday pay if they have been laid off for more than thirty days prior to a holiday or was legitimately fired or quit prior to the holiday

week or was off duty of his own volition because of sickness, etc. over thirty days prior to the holiday.

All work performed beyond thirty-two hours (32) in a holiday week shall be paid for at the rate of time and one-half the regular hourly rate. When a holiday falls on a Saturday, or is celebrated on a Saturday, the employee shall receive an extra day's pay.

Any holiday falling on Sunday, the employee shall receive an extra day's pay. All employees ordered to work on a Sunday shall be paid at the rate of time and one-half. All work performed on a holiday shall be paid at the rate of time and one-half for all hours worked [a minimum guarantee of four hours] in addition to holiday pay. All work performed in excess of regular hours on a holiday or Sunday shall be double the overtime rate, except as provided for herein.

There shall be seven (7) additional holidays, known as ROVING HOLIDAYS, each calendar year, to be mutually agreed upon between the employer and the individual employee. A new full-time employee must work at least 90 days in order to qualify for the first roving holiday and must work an additional 90 days in order to qualify for the second roving holiday. Roving holidays shall be paid out at the employees daily straight time guarantee.

Section 3.

Casual employees shall not be paid for holidays if they do not work; if they do work, they shall be paid straight-time for all hours worked, and shall be guaranteed a minimum of eight hours work or pay.

Section 4.

Regular employees are entitled to holiday pay if the holiday falls within the first 30 days of absence due to illness, non-occupational injury or within the first six months of absence due to occupational injury, or during a period of permissible absence. This does not apply to employees taking a leave of absence for full-time employment with the union.

Section 5.

If any holiday falls within the 30 day period following an eligible employee's layoff due to lack of work, and such employee is also recalled to work during the same 30 day period, but did not receive any holiday pay, then in such case he shall receive an extra day's pay for each holiday in the week in which he returns to work. Said extra day's pay shall be equivalent to eight (8) hours at the straight-time hourly rate of pay specified in this contract for fulltime employees and five (5) hours for part-time employees. An employee who was laid off because of lack of work and is not recalled to work within the aforementioned thirty day period, is not entitled to extra pay upon his return. Under no circumstances shall the extra pay referred to herein be construed to be holiday pay, nor shall it be considered as hours worked for weekly overtime.

Section 6.

Part-time employees hired after the date of ratification of this Agreement shall receive paid holidays prorated based on the average number of hours worked in the two weeks before the holiday.

ARTICLE 29. ATTENDANCE POLICIES

The CCOS provisions for no fault attendance policies shall be understood to apply to overtime for which the employee has volunteered. After an employee has volunteered to work before his/her shift or after the end of his/her shift and they fail to work and complete such overtime, it shall be considered a late or leave early (1/2 point). An employee who volunteers to work during a day off but fails to work such day shall be charged with a single day of absence (1 point), and will be subject to a late or leave early (1/2 point) if they arrive late or leave early on such an overtime day. This is intended merely as a clarification (not a change) of the CCOS provisions on Attendance Policies.

ARTICLE 30. FRINGE BENEFITS

Section 1. Vacations

To be eligible for vacation, an employee must be a part-time employee employed on or before the date of ratification of this Agreement or a full-time employee. Regardless of the number of years of service, an employee must work one (1) day in each calendar year in addition to working one hundred thirty (130) days in the previous calendar year in order to qualify for a full vacation each calendar year. Payment of New Year's holiday shall constitute a day's work for purposes of qualifying for vacation.

Any employee who has one hundred eighty (180) or more paid-for days [tours of duty] in the previous calendar year will not be required to work the one (1) day [tour of duty] as referred to herein.

If the employee works less than one hundred thirty (130) days in the previous calendar year, he shall receive a pro-rata vacation based on one-twelfth (1/12th) of the vacation to which he is entitled for each twenty-two (22) days worked in the previous calendar year. Any laid off employee receiving vacation in a calendar year because of receiving New Year's Day and does not work any more in that year is not qualified for any other holidays or vacation payment in the following year.

All time paid for plus any absence up to thirty (30) days due to illness or up to sixty (60) days due to an occupational injury, with a maximum of sixty (60) days for both, shall be credited towards computing the qualifying time required.

An employee who has qualified with one hundred thirty (130) days and is injured and on compensation, on January 1st of the following calendar year, shall receive full vacation during that calendar year even though he has not worked the one (1) day referred to above. This provision does not apply if such illness or injury continues in the second calendar year. The credit days specified above for illness or accident shall not apply for the second calendar year.

Those part-time employees employed on or before ratification of this Agreement and all full-time employees who are employed one (1) or more years shall receive one (1) weeks' vacation with pay each calendar year at the classification at which they worked for the greatest number of days in six (6) month period prior to their vacation and those who are employed two (2) years or more shall receive two (2) weeks' vacation with pay each calendar year at the classification at which they worked for the greatest number of days in six (6) month period prior to their vacation. Those employed eight (8) years or more shall receive three (3) weeks' vacation with pay each calendar year. Those employed twelve (12) years or more shall receive four (4) weeks' vacation with pay each calendar year. Those employed twenty (20) years or more shall receive five (5) weeks' vacation with pay each calendar year thereafter.

The vacation period shall be from January 1st to December 31st, and the preferred vacation period shall be May 1st to October 1st. Seniority shall prevail at all times when selecting vacations. Vacation time shall be scheduled by April 1st of each year. Those employees with three (3) or more weeks vacation may keep one vacation week floating to be scheduled later. However, if the last week is not available, the employee can, and will, lose that week's vacation. No more than two (2) employees per week will be allowed off in the months of November and December.

Vacation time shall be assigned at the discretion of the Employer, but shall meet with the convenience of the individual employee whenever possible. Employees shall receive an extra day's pay for any holiday falling during a vacation week, if otherwise qualified for the holiday.

Vacation pay shall be paid in advance, provided the employee gives two week's notice prior to starting vacation. Vacation pay shall be based on forty-five [45] straight-time hours per week, for full-time employees. Part-time employee vacation time will be based on the average of last thirteen (13) weeks worked prior to taking the vacation.

Past practice shall prevail, both as to the time of taking vacation and the number of employees entitled to be off on vacation at any time, provided that a minimum of fifteen percent [15%] of the total number of employees shall be permitted to go on vacation at any one time between May 1st and October 1st of each year.

Section 2. Sick Leave

Full-Time employees shall receive sick leave based on one (1) day for each sixty (60) days worked, not to exceed five (5) days in any one (1) year, until such time as they

reach their first anniversary date. After that, they will receive sick days as outlined in this agreement.

The employer shall provide a sick leave program for its regular, full-time employees consisting of five (5) days each calendar year. An employee must work five (5) days in a calendar year to qualify for one sick day.

Sick leave not used by December 31st of any year will be paid on the next regular payday at the hourly rate then in existence.

Sick leave will be paid on the first day of absence due to sickness or accident, except where the employee is hospitalized, payment will then begin on the first day of absence.

Part-time employees employed on or before the date of ratification of this Agreement will receive five (5) days each year paid at five (5) hours per day.

Section 3. Retirement Plans

In accordance with the CCOS, the Company will continue to participate in the current pension plans and will contribute up to one dollar (\$1.00) per hour per year per covered employee to be divided between health and welfare and pension as decided by the Area Co-Chairs.

Section 4. Health & Welfare Plans

In accordance with the CCOS, the Company will continue to participate in the current health plans and will contribute up to one dollar (\$1.00) per hour per year per covered employee to be divided between health and welfare and pension as decided by the Area Co-Chairs.

ARTICLE 31. WAGES

Section 1.

Current full-time and part-time employees with a wage rate less than \$13.75 per hour shall receive a retroactive wage increase of \$0.50 per hour effective November 1, 2007 up to and including April 1, 2008 and the current wage progression shall be adjusted as follows.

Current full-time employees within the progression at the wage rate of \$8.50 or \$9.00 per hour will be increased to a wage rate of \$10.00 effective April 1, 2008 and then shall receive the following increases to their rates of pay as indicated:

10/1/08	4/1/09	4/1/10	4/1/11	10/1/12	4/1/12	10/1/12
\$0.35	\$0.40	\$0.45	\$0.40	\$0.45	\$0.45	\$0.50

Current full-time employees within the progression at wage rates between \$9.40 per hour and \$13.10 per hour shall receive the following increases to their rates of pay as indicated:

4/1/08	10/1/08	4/1/09	4/1/10	4/1/11	10/1/12	4/1/12	10/1/12
\$0.35	\$0.35	\$0.40	\$0.45	\$0.40	\$0.45	\$0.45	\$0.50

Current full-time employees who are outside of the progression (making above \$13.75 per hour) will receive \$0.50 per hour paid as a lump sum for all hours worked from November 1, 2007 (for call center employees) and from July 1, 2007 (for station clerical employees) up to and including April 1, 2007 and a lump sum payment of \$1020.00 paid upon ratification and will also receive the following increases to their current rates of pay as indicated:

4/1/08	10/1/08	4/1/09	4/1/10	4/1/11	10/1/12	4/1/12	10/1/12
\$0.35	\$0.35	\$0.40	\$0.45	\$0.40	\$0.45	\$0.45	\$0.50

The rate of pay for new hire full-time employees will be as follows:

4/1/08	4/1/09	4/1/10	4/1/11	4/1/12
\$10.00	\$10.50	\$11.00	\$11.50	\$12.00

Existing part-time employees within the progression at the wage rate of \$8.50 or \$9.00 per hour will be increased to a wage rate of \$10.00 effective April 1, 2008 and then shall receive the following increases to their rates of pay as indicated:

4/1/09	4/1/10	4/1/11	4/1/12
\$0.20	\$0.225	\$0.425	\$0.475

Existing part-time employees within the progression at wage rates between \$9.40 per hour and \$13.75 per hour shall receive the following increases to their rates of pay as indicated:

4/1/08	4/1/09	4/1/10	4/1/11	4/1/12
\$0.35	\$0.20	\$0.225	\$0.425	\$0.475

Any existing part-time employees who are outside of the progression (making above \$13.75 per hour) will receive \$0.50 per hour paid as a lump sum for all hours worked from November 1, 2007 (for call center employees) and from July 1, 2007 (for station clerical employees) up to and including April 1, 2007 and a lump sum payment of

\$510.00 paid upon ratification and will also receive the following increases to their current rates of pay as indicated:

4/1/08	4/1/09	4/1/10	4/1/11	4/1/12
\$0.35	\$0.20	\$0.225	\$0.425	\$0.475

The wage rate for new part-time employees will be as follows:

Hire	\$10.00
12 mos	\$10.20
24 mos	\$10.425
36 mos	\$10.85
48 mos	\$11.325

Section 2. Shift Differential

Full time shifts that start at or later than 13:00 will be entitled to a \$4.00 per day shift differential. For part-time employees employed as of the Ratification Date of this Agreement, part-time shifts that start at or later than 18:00 will be entitled to a \$2.00 per day shift differential. The shift differential is based on the shift worked/assigned, not based on status, ie: PT & casual employees can be eligible for the FT differential if covering a FT shift.

ARTICLE 32. DURATION

The term of this Local Rider is subject to and controlled by all of the provisions of Article 28 of the National Agreement ("Duration") between the parties hereto.

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

COMPANY

UNION

TEAMSTERS LOCAL UNION NO. 317 affiliated
with the International Brotherhood of Teamsters

BY _____

BY _____