

**Local 317 Courier - Clerical  
Effective  
April 1, 2008 to March 31, 2013**

## **ARTICLE 1. SCOPE OF AGREEMENT**

This Agreement is entered into by and between DHL EXPRESS (USA), INC. (hereinafter the "Company", "Employer" or "DHL") and TEAMSTERS LOCAL 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," the Pickup and Delivery Operational Supplement where applicable, hereinafter referred to as the "PUDOS," and the Office Clerical Operational Supplement where applicable, hereinafter referred to as the "OCOS," for the period commencing April 1, 2008 through March 31, 2013. Except as expressly provided in this Local Rider, the provisions of the PUDOS shall apply to all Courier employees and the provisions of the OCOS shall apply to all Office Clerical employees.

This Local Rider shall not become effective unless and until it is ratified by the Employer's Courier and Office Clerical employees who shall vote as one consolidated group for purposes of ratification of the National Agreement, applicable operational supplements and this Local Rider, who are represented by Local 317 and that is 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).

Once this Local Rider becomes effective, it (together with the National Agreement, the PUDOS and the OCOS) shall supersede, cancel and replace in its entirety the pre-existing collective bargaining agreements between DHL/Airborne Freight Corporation and Local Union 317 (Courier Agreement) as entered into on October 16, 2001, and (Office Clerical Agreement) as entered into on May 1, 2000, covering both Courier and Office Clerical employees.

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 2. RECOGNITION**

### **Section 1. Employees Covered**

This Local Rider covers two separate and distinct groups: all Courier employees and all Office Clerical employees employed within the jurisdiction of Local 317 (presently only located at 6800 Northern Boulevard, East Syracuse, New York 13057).

The term "employee" or "employees" as used in this Local Rider shall mean generally Pickup and Delivery or Courier employees and Office Clerical employees employed at the Company's East Syracuse, New York facilities. When a particular provision applies to only one bargaining unit, the bargaining unit affected will be specified.

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

## **ARTICLE 3. MANAGEMENT RIGHTS**

The company shall have and maintain 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, means, and working procedures to be used; to hire, promote, assign and transfer employees; to establish, enforce and change company rules and regulations; to increase or decrease the number of employees; to assign work and duties to any employee in accordance with the company's determination of the needs of the service; to set and maintain standards of work and production; to lay off employees; to suspend, discipline or discharge for cause (probationary and casual employees without cause); to expand or curtail its operations; to close or discontinue its operations; or any part thereof, provided, however, the effects of closure on employees will be negotiated with the union; and to determine all other matters not specifically provided for herein.

## **ARTICLE 4. JOB BIDDING AND FILLING OF VACANCIES**

This Article replaces in its entirety the Article on Job Bidding and Filling of Vacancies found in Articles 10 and 9 of the PUDOS and the OCOS.

### **Section 1. Bidding**

The Employer shall, at least once each year, conduct an annual bid in January of each year for regular full-time and part-time employees by classification. The bids shall list starting times and areas and employees shall be allowed to bid in accordance with their seniority.

### **Section 2. Courier Saturday Bid**

The first six (6) scheduled courier shifts on a Saturday, for the life of the agreement, shall be offered as a sixth day of work at time and one half by seniority.

### **Section 3. Filling of Vacancies**

When vacancies become available by job classification, prior to a complete facility bid, they will be filled as follows:

- A. First go to applicable full-time seniority list;
- B. If not filled by full-time list, goes by seniority to applicable part-time list;
- C. If the senior bidder is a full-time employee, this employee's position will be backfilled by the senior part-time employee in the same job classification and the backfill for the part-time position will be from the casual pool.

Vacancies created by disability or compensation must be filled by the employer no later than thirty (30) days from the date of the vacancy.

Vacancies created by termination or discharge, shall be filled by the employer no later than five (5) days of receipt of an arbitrator's decision sustaining the decision.

**ARTICLE 5. USE OF AND PERFORMANCE OF DRIVER-DOCK  
BARGAINING UNIT WORK BY PERSONNEL OTHER THAN FULL-TIME  
SENIORITY EMPLOYEES**

This Article replaces in its entirety Article 11 on Use of and Performance of Bargaining unit Work by Personnel Other than Full-Time Seniority Employees found in the PUDOS.

**Section 1. Part-Time Personnel**

The employer will be permitted to use no more than fifty (50) percent of the employees as part-time. The number of employees will be taken from the full and part-time seniority lists.

**Section 2. Driver Order of Call**

The order of call for covering vacations or shifts vacated temporarily because of workers' compensation or disability will be:

- P.M. Full-time Couriers
- Part-time Couriers

**ARTICLE 6. 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.

**ARTICLE 7. HOURS OF WORK, WORK DAY, WORK WEEK, OVERTIME  
AND SCHEDULING**

This Article replaces in its entirety Articles 14 and 13, Hours of Work, found in the PUDOS and the OCOS.

## **Section 1. Work Assignments**

The Company agrees to respect the jurisdiction rules of the Union and shall not direct or require their employees or persons other than the employees in the bargaining units here involved, to perform work which is recognized as the work of employees in said units. This is not to interfere with bona fide contracts with bona fide unions. Employees not covered by this agreement shall not perform any of the duties of the employees covered by this agreement. Nothing in this agreement shall be construed to mean that Couriers may perform or bid for Office Clerical work or positions or that Office Clerical employees may perform or bid for Courier work or positions.

## **Section 2. Driver-Dock Work Week**

### **A. Regular, full-time employees:**

Except as otherwise specifically provided for in this contract, the normal workweek for regular full-time employees shall consist of five (5) days of eight (8) hours each, worked consecutively, exclusive of lunch period, and worked Monday through Friday.

The standard guaranteed workweek for all regular, full-time employees shall be forty (40) hours per week and the standard guaranteed workday shall be eight (8) hours per day. Except as otherwise specifically provided for in this contract, all hours worked in excess of eight (8) hours in any one (1) day, or forty (40) paid hours in any one (1) week, shall be paid for at the time of time and one-half (1 ½) the regular hourly rate, the greater of the two shall prevail.

Regular employees called back to work for extra work shall be allowed to work up to three (3) days in any one (1) workweek as extra men. If worked more than three (3) days they shall be guaranteed a full week's work as a regular employee, providing this shall not be used as a subterfuge to defeat the regular guaranteed workweek.

Any employee forced to work an extra bid shift shall be guaranteed four (4) hours work. Should the employee complete the assignment earlier and opt to punch out, the four (4) hour guarantee is voided.

The Company will make every effort to give 30 minutes notification when employees are to be forced to work additional hours.

The Company maintains the right to create full-time split shifts. There can be no more than a four (4) hour break in between the end of one block of hours and the beginning of the next.

### **B. Part-time employees**

All part-time employees employed by the Company on the date of ratification of this Agreement (grandfathered part-timers) of this Local Rider shall be guaranteed twenty-five (25) hours per week and five (5) hours per day.

### **Section 3. Office Clerical Work Week Guarantee**

Full-time Office Clerical employees shall be scheduled for five (5) consecutive days, Monday through Friday or Tuesday through Saturday, with the same starting time each day. Full-time Office Clerical employees shall be given two (2) day's notice of any change in starting time or workweek and such change will not be effective until the week following that week in which the notice was given. Office Clerical employees required to work on the sixth (6th) day, after working their regular forty (40) hours, shall receive time and one-half for all hours worked on that sixth (6th) day. If the employee has not been paid 40 hours (8 hours per day) during the five (5) day work week they will be paid at a straight time rate until they reach their regular forty (40) hours. Paid Holidays, personal days, vacation days, and sick days are considered paid time for purposes of this section. Employees required to work on a seventh consecutive day shall be paid double time for all such hours worked on that seventh (7th) day. Part-time work week guarantee is as covered in the Office Clerical Operational Supplement.

### **Section 4. Office Clerical Additional Work Opportunities**

It is understood that laid off and part-time employees may be offered sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) day work at straight time before full-time employees are offered such opportunity. This provision is intended to provide these employees with work opportunities before full-time employees receive work in excess of forty (40) hours at premium rates.

### **Section 5. Call-in Time**

All employees shall have a set reporting time for duty and, in the event of any change in starting time, the employee shall be given three (3) day's notice, except in cases of Acts of God or delayed aircraft resulting from an Act of God. Any abuse of starting time shall be subject to the grievance procedure. The Union shall be notified, in writing, when an employer changes starting time.

If called and not put to work, regular employees shall be guaranteed eight (8) hours' work or pay and part-time employees shall be guaranteed five (5) hours work or pay.

### **Section 6. Layoff Notice**

In the event of a layoff of regular employees, the employer must give the employee being laid off a minimum of seventy-two (72) hours notice prior to the beginning of the week, or three (3) days' salary. A copy of the layoff notice will be mailed to the union office.

### **Section 7. Acts of God / Delayed Aircraft Resulting from an Act of God**

In the event there is an Act of God or any delay resulting from an Act of God, the following procedures will be followed or guarantee broken as follows:

- [A] In the event the employer is able to notify the employee not to report, the employee shall be paid a minimum of two (2) hours as reporting time, after a 6 hour cancellation.
- [B] In the event the employee is not notified and does report for work, the employee shall receive his/her daily guarantee.

- [C] In the event the employer attempts to notify the employee and is unable to do so, and the employee does not report, no guarantee shall apply.
- [D] Shift times will be adjusted to meet the arrival of the work for a period of up to six (6) hours.
- [E] If and when freight does arrive, the company has the right to call employees to fill a modified work opportunity. This shall be done by seniority and employees shall receive pay only for hours worked, with a minimum of five (5) hours pay.
- [F] If an insufficient number of employees volunteer, after they have been notified not to report, then the assignment shall be made in reverse seniority order.

In the event there is a dispute as to whether or not an Act of God occurred, said dispute shall be resolved by reference to the grievance procedure.

## **ARTICLE 8. LUNCH PERIOD**

All employees shall be entitled to thirty (30) minutes for lunch. No employee shall go to, lunch before he/she has worked four (4) hours nor after six (6) hours. No employee shall be paid for his/her lunch unless instructed to work through his lunch by the employer.

In the case where a part-timer is held for over eight (8) hours, he shall be afforded a thirty (30) minute unpaid break.

## **ARTICLE 9. HOLIDAYS**

### **Section 1.**

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  
 MEMORIAL DAY  
 INDEPENDENCE DAY

LABOR DAY  
 THANKSGIVING DAY  
 CHRISTMAS DAY

An employee shall not be entitled to holiday pay if they have been laid off for more 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. A regular full-time or part-time employee shall not be entitled to holiday pay unless the employee works their last scheduled work day preceding the holiday and the first scheduled work day following the holiday, unless previously excused or subsequently excused for approved illness or legitimate absence.

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 2.**

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 3.**

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 4.**

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 5.**

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 10. ELIGIBILITY REQUIREMENTS FOR HOLIDAY PAY**

In addition to the provisions of the PUDOS and the OCOS 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 PUDOS or the OCOS. For purposes of this provision, "work" means working the entire shift from start to end.

## **ARTICLE 11. DISCIPLINE AND DISCHARGE**

### **Section 1. Discipline**

**A. Just Cause Standard/Progressive Discipline.** The Employer shall not discharge, suspend or take any other disciplinary action against any non-probationary employee, excluding casuals, without just cause. With respect to discharge or suspension, the Employer shall give at least one (1) advance warning notice of the complaint(s) (of a like nature) against the employee to the employee in writing by personal delivery and/or certified mail (return receipt requested) with a copy of same to the Local Union. An employee shall not receive multiple warning letters for a single incident.

**B. Cardinal Infractions.** No warning notices are necessary for those cardinal infractions set forth in the current supplements to the 2003 National Master Freight Agreement as applied to each Local Union covered by this Operational Supplement.

**C. Survival of Prior Disciplinary Action for Future Use in Progressive Discipline.** The warning notice(s) or suspensions as provided herein shall not remain in effect to support further progressive disciplinary action for a period of more than nine (9) months. All warning notices, discharges, suspensions or other disciplinary action shall be confirmed in writing to the employee and Union.

**D. Deadline for Filing a Grievance Protesting Disciplinary Action.** Appeal from a discharge, suspension or written warning notice must be taken within ten (10) calendar (exclusive of weekends and those holidays designated in this Agreement) days of the employee's receipt of notice of same.

**E.** The Employer must issue all discipline within ten (10) calendar days of knowledge, with the exception of issuing a letter of investigation for accidents or alleged unlawful harassment. Letters of investigation cannot exceed thirty (30) days, with the Employer having the right to one (1) written thirty (30) day extension.

### **Section 2. Investigatory Interviews of Unit Employees by Management and Supervision**

In the event an employee is required to attend an investigatory interview with a supervisor or other management official which he/she reasonably believes will result in disciplinary action, any readily available Local Union steward employed at the Employer's facility or another bargaining unit employee designated by the employee and who is available at the time of the meeting shall be present and participate at such investigatory interview, unless waived by the employee in writing.

### **Section 3. Video Cameras**

The Employer may not use video cameras to discipline or discharge an employee for reasons other than theft of property or physical violence. If the information on the video tape is to be used to discipline or discharge an employee, the Employer must provide the Local Union, prior to the hearing, an opportunity to review the video tape used by the Employer to support the discipline or discharge.

The Employer shall not install or use video cameras in areas of the Employer's premises that violate the employee's right to privacy such as in bathrooms or places where employees change clothing or provide drug or alcohol testing specimens.

### **Section 4. Use of Other Devices to Monitor Employee Work Activity**

Employees are provided by the Employer with an increasingly sophisticated set of equipment, vehicles and other devices with which to perform their job functions. Employees do not have any expectation of privacy with the regard to the use of such equipment, vehicles and other devices, and the Employer may use information contained in or generated by such devices for appropriate disciplinary purposes. This information may include, but is not limited to, computer tracking devices in vehicles (commonly known as "Black Boxes"), information stored on computers, records from Company-issued cell phones and two-way radios, and information generated by GPS (Global Positioning System) Devices. However, the Employer may not use such devices as the sole basis for discipline.

### **Section 5. Polygraph Test**

No employee covered by this Agreement can be subjected to a polygraph test administered by the Employer or conducted on the Employer's behalf.

## **ARTICLE 12. GRIEVANCE PROCEDURE**

This provision replaces in its entirety the Grievance Procedure in the National Agreement for those operations covered by this Local Rider and only with respect to the discharge or suspension of bargaining unit members covered by this Local Rider.

The Union and the Company agree that there shall be no strike, lockout, tie-up or legal proceedings without first using all possible means of settlement, as provided for in this agreement, of any controversy which might arise.

The Company must file such grievance or claim with the Union and Company within five (5) days of the alleged infraction or knowledge thereof.

Disputes shall be first taken up between the Company and the Union. Failing adjustment by these parties, the following procedure shall then apply:

The Union and the Company shall select and name an Impartial Chairman to whom they shall submit disputes for final and binding resolution. The Impartial Chairman may render a decision that he/she deems fair and just. At no time, however, can the Impartial Chairman add to or delete from the express terms of the Contract.

The procedures set forth herein may be invoked only by the authorized Union representative or the Company.

Refusal of either party to submit to or appear at the Arbitration proceeding, or failure to comply with any final decision, either party shall be permitted all legal or economic recourse. The fees of the impartial chairman shall be paid by the losing party.

### **ARTICLE 13. 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. Bereavement Leave shall only be available to part-time employees employed on or before the date of ratification of this Agreement or full-time employees.

### **ARTICLE 14. NYST HEALTH & HOSPITAL FUND**

In accordance with the PU & D Operational Supplement and the Office Clerical Operational Supplement, 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 15. NYST CONFERENCE PENSION AND RETIREMENT FUND**

In accordance with the PU & D Operational Supplement and the Office Clerical Operational Supplement, the Company will continue to participate in the current pension plan 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 16. 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 (1/12<sup>th</sup>) 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.

## ARTICLE 17. WAGES

### Section 1. Driver

	Retro to 7/1/07	4/1/08	10/1/08	4/1/09	4/1/10	4/1/11	10/1/12	4/1/12	10/1/12
Full-Time Drivers	\$20.45	\$20.80	\$21.15	\$21.55	\$22.00	\$22.40	\$22.85	\$23.30	\$23.80
Part-Time Drivers	\$0.50	\$0.35	\$0.35	\$0.40	\$0.45	\$0.40	\$0.45	\$0.45	\$0.50
Increase over Current rate									

Existing part-time dock employees will 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	\$12.00
12 mos	\$12.20
24 mos	\$12.425
36 mos	\$12.85
48 mos	\$13.325

### Section 2. Clerical

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

Shift differential: Full time office clerical shifts that start at or later than 13:00 will be entitled to a \$4.00 per day shift differential. Part-time office clerical 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 18. 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 \_\_\_\_\_

TITLE

TITLE