

TEAMSTERS LOCAL 851 CALL CENTER RIDER

**Effective
April 1, 2008 Through 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 LOCAL UNION 851, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS (hereinafter “Union” or “Local 851”). 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 851 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 317 and 483 approving Local Riders for represented DHL Customer Service Representatives 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 Airborne Freight Corporation and Local Union 851 (Clerical Unit) (September 1, 2003 – August 31, 2008) for the affected Call Center Customer Service Representatives represented by Local 851.

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

This Local Rider covers all Customer Service Representatives employed at the Employer’s Call Centers within the jurisdiction of Local 851 (presently Paramus, NJ and Melville, NY). The jurisdiction of Local 851 shall consist of, but not be limited to, those areas defined in Appendix A of this Agreement.

The term “employee” or “employees” as used in this Local Rider shall mean Customer Service Representatives, including Leads.

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

ARTICLE 22. STEWARDS

Section 1. Super Seniority Status

One (1) Steward at each Call Center covered by this Agreement shall be granted super-seniority for layoff and recall. Any additional application of super-seniority for Stewards must be justified as being directly related to the proper performance of the Steward's duties as Steward and permitted by applicable law.

Section 2. Alternate Stewards

Whenever possible, any Alternate Stewards selected in accordance with the terms of the CCOS, shall be selected from a shift other than that worked by the Primary Steward.

Section 3. Steward Meetings

The Union shall be permitted to have up to, but not in excess of one (1), meeting of all the designated stewards (no more than one (1) per terminal), per calendar quarter for the purposes set forth below, provided that the Employer receives at least forty-eight (48) hours prior written notice. Hours lost from the steward's regular shift to attend such meeting shall be paid by the Employer at straight-time rates up to but not in excess of their regular bidded shift. (Stewards shall not be required to cover a night shift following a day meeting.) The Employer shall have no other obligations to pay Stewards for the performance of their duties away from the Employer's premises. It is expressly understood and agreed that the purpose of such meeting shall pertain solely and exclusively to the business of DHL and shall be limited to and not exceed the following subject matter: (1) the duties set forth in Article 1, Stewards of the CCOS; and (2) Steward training. (Any steward whose shift is "atypical" shall be treated on that day as if his/her schedule was the same as the majority of stewards, i.e., they will not be required to cover the night shift following the day meeting).

ARTICLE 23. SCOPE AND ASSIGNMENT OF UNIT WORK

Section 1. Classifications

This Local Rider covers Customer Service Representatives (including those assigned as Leads), whose duties and responsibilities include the following:

- Answer telephones, e-mail inquiries or other means of electronic communication utilizing technology platforms and systems provided by the Company;
- Identify customer problems;
- Resolve customer problems consistent with training;

- Cross-sell and up-sell consistent with training;
- Maintain a courteous and professional manner in all dealings with customers, co-workers and supervisors;
- Communicate clearly and concisely verbally and in writing;
- Meet typing proficiency standards; and
- Other related duties and functions as assigned.

This Section is intended to illustrate the primary duties of the position, but is not meant to diminish current bargaining unit work.

Section 2. Lead Assignment

In accordance with the ratio set forth below, those employees who held the position of Lead Agent immediately preceding the ratification of this Agreement shall be selected by the Employer to serve in a lead capacity and they shall receive the pay and benefits applicable to the lead assignment under this Local Rider. Further, during the term of this Local Rider, the Employer shall maintain an 18:1 (lead to employee) ratio.

Those holding a lead assignment shall perform such duties as assigned by management in its discretion, including, but not necessarily limited to the following:

- a. Perform the work duties and functions of the Customer Service Representative classification as defined in Section 1 above;
- b. Assist management as requested in training Customer Service Representatives;
- c. Perform other related functions and duties as assigned by management.

Disputes concerning the Employer's allocation and/or assignment or non-assignment of any lead duties shall not be subject to the grievance process. Provided, however, that except for subsection (a) above, the Employer shall not assign any of the duties set forth above to any non-managerial employee other than lead. Violations of this obligation shall be resolved in accordance with the grievance procedure set forth in the National Agreement. When a lead assignment becomes available, the most senior Customer Service Representative who bids for the vacancy shall be deemed qualified and be awarded the assignment. In the event no Customer Service Representative bids for the vacancy, the most senior full-time Customer Service Representative who meets the above qualifications, shall be awarded the assignment.

If management elects to back-fill a lead assignment when the incumbent lead is enjoying benefits of this Agreement such as vacations, sick days, floating holidays, bereavement, disability, lunch period, or workers' compensation, the most senior qualified employee on duty shall assume the responsibilities of the lead assignment and be compensated an additional \$3.00 per day.

ARTICLE 24. SENIORITY, LAYOFF AND RECALL

Section 1. Layoff and Bumping Rights

This provision supersedes the language set forth in Article 8 Seniority, Layoff & Recall, Section 4 (Layoffs) of the Call Center Operational Supplement.

Should it become necessary for the Employer to reduce its work force, layoffs shall be effectuated pursuant to the following process:

- (1) Employees will be laid off in reverse seniority order.
- (2) Employees may exercise seniority to bump a more junior employee in their own classification, or in another equivalent or lesser classification represented by Local 851 and covered by either the CCOS or Clerical Local Rider agreement; provided, however, that the employee meets the qualifications and requirements of the position in the new classification. If the employee does not meet the qualifications and requirements of position into which he or she desires to bump, such bump shall not be effective and the employee shall be placed in layoff status within his or her original classification.
- (3) An employee bumping a more junior employee pursuant to Paragraph (2) shall retain his or her seniority.

An employee exercising bumping rights under this Section is not entitled to any of the rights and benefits contained in Article 7, Section 3 (Inter-Bargaining Unit Transfer), and these Sections are not to be read in conjunction with one another. The provisions of this Section are not intended to apply to positions posted or vacated pursuant to Article 10 (Job Bidding and Filling of Vacancies) of the CCOS, nor is it intended to apply to newly-created positions, which may be filled pursuant to the provisions contained in Article 7, Section 2 (Filling of New Vacancies). Further, to the extent that an employee exercises his or her seniority to bump a “red-circled” full-time Call Center employee or employee “red-circled” for purposes of lead assignment, it is understood and agreed that such “red-circled” employee shall lose his or her “red-circle” status (for either purpose) and that his or her name shall be removed from the applicable Appendix to this Local Rider. Moreover, no employees bumping into the Call Center shall be considered “red-circled” for purposes of this Local Rider and/or the CCOS.

Section 2. Consolidation of Operations

Subject to the terms contained in the Article 7, Operational Changes of the CCOS, in the event that the Employer opens any new Call Center facility, or relocates or consolidates any existing Call Center facility, within the jurisdiction covered by this Agreement (see Appendix “A”), current employees represented by Local 851 shall be given priority by the Employer with respect to staffing such Call Center facilities.

ARTICLE 25. HOURS OF WORK, WORK DAY, WORK WEEK, OVERTIME AND SCHEDULING

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 B. of this Local Rider. Appendix B. 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 (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 agrees that for the initial term set forth in Article 28 (Duration) of the National Agreement, it will not exercise its right to close or relocate a Call Center within the jurisdiction of Local 483 unless the red-circled full-time employees represented by Local 483 are offered the opportunity to transfer to another call center facility within the jurisdiction of Local 483 or 851. Likewise, the Company agrees that for the initial term set forth in Article 28 (Duration) of the National Agreement, it will not exercise its rights to close or relocate a Call Center within the jurisdiction of Local 851 unless the red-circled full-time employees represented by Local 851 are offered the opportunity to transfer to another call center facility within the jurisdiction of Local 851 or 483.

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. Weekly Hours Guarantee for Incumbent Part-Timers

Within fourteen (14) calendar days after the ratification of this Agreement in 2008, all part-time employees employed as of the ratification date shall have a *one-time only* option to elect to be governed by a 20 or a 25 hour weekly guarantee for regularly scheduled hours as a part-time employee. Only those employees who affirmatively elect a 25 hour weekly guarantee will continue to have such guarantee, and will be red-circled by name as the only part-time employees with this weekly part-time guarantee, and only so long as they remain in the call center system as a part-time employee in a position represented by Local 851. If such part-time employee bids into a regular full-time assignment, transfers (as otherwise allowed by this Local Rider) to the Operations Clerical unit represented by Local 851, or loses their seniority in the bargaining unit for any reason, such part-time employee shall lose the 25-hour weekly guarantee. A part-time employee may waive their weekly guarantee for a given work week by volunteering for time off pursuant to Article 9, Section 7 (Hours of Work – Voluntary Time Off), without affecting their continued eligibility for their weekly guarantee.

Section 4. Meal Period

A day's work for a full-time employee shall be exclusive of thirty minutes for unpaid lunch, which will be scheduled by management to start not before three and a half hours after the start of the shift and not later than the start of the sixth hour after the start of the shift. 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 eight (8) or more hours on any single day, they shall receive one (1) hour's pay at time and one-half (1 ½) to compensate for the no lunch (i.e., if part-time employee starts at 7:00 A.M. and is required to work to 3:00 P.M., he shall be paid seven (7) hours at straight time and one (1) hour at time and

one-half (1 ½); if an employee started work at 7:00 A.M. and worked to 2:00 P.M., the employee would get paid seven (7) hours at straight time only).

Section 5. Rest Periods

Employees shall be permitted to take up to 3.75 minutes per hour of break time; provided, however, that the Employer shall have the discretion to implement procedures relating to such break time that reasonably curtail the number of employees on break at any given time.

Section 6. Shift Differential

All employees covered by this Agreement whose shift commences between 2:00 P.M. to and including 7:00 A. M. shall receive three dollars (\$3.00) per day over the applicable wage scale herein. The three dollars (\$3.00) shall be added to the wage scale in computing the employee's regular rate of pay for all purposes. The foregoing shift differential shall not be applicable to employees hired on or after November 11, 1991.

ARTICLE 26. JOB BIDDING AND FILLING OF VACANCIES

Section 1. General Bid

All shifts shall be posted for bid by location once each year on January 1st and a second bid may be posted to be effective on September 1st of each succeeding contract year. The January and September bids must be completed within four (4) weeks after posting. Moreover, the current general bids may be changed or rebid in response to significant operational changes upon two (2) weeks advance notice and the consent of the Union, which shall not unreasonably be withheld. In the event bids are not completed within either of the applicable time periods, the Employer shall assign all such unbid shifts to available employees in order of seniority.

The Employer recognizes the general principles that the senior employees shall have preference to choose their shift, providing such employee is within the classification required for this shift and is qualified. It is understood and agreed, however, that with respect to general bids only, full-time employees may only bid for full-time positions and part-time employees may only bid for part-time positions in accordance with the seniority principles stated above. Further, under no circumstances shall the Employer be required to post full-time positions for General Bid in excess of that necessary to satisfy the full-time red-circle guarantee provided for herein.

Section 2. Filling of New Vacancies

A. Except as otherwise expressly provided, Call Center and Clerical employees represented by Local 851 shall be treated as separate bargaining units, including, but not limited to for purposes of application of Section 1, General Bid above. Notwithstanding this separation, should the Employer elect in its discretion to create a new shift and/or to

fill an existing shift vacancy it will then be offered to all eligible employees represented by Local 851 and working under either the CCOS or Clerical Local Rider in accordance with the following terms:

1. The shift vacancy shall be promptly and conspicuously posted by the Employer at all locations. The document posted shall reflect the classification, assigned hours, location, and days to be worked. Any employee who intends to apply for that vacancy, must file an application with the designated administrative office, within two (2) working days of the document posting. The bid shall be awarded by the Employer, within 20 days of bid closure to senior, qualified employee, bidding that vacancy.

2. If an employee is not at work due to any type of extended leave (Worker's Compensation, illness, etc.) the affected employee must give his/her station manager a firm return to work date before the employee will be qualified to bid on the vacancy. Moreover, such employee also must be available to start in the new shift within three (3) weeks of being awarded the bid; and

3. If an employee is on Worker's Compensation, vacation, disability or for any other reason is away from the job, it shall be the employee's responsibility to find out if any bids are posted during the pendency of the employee's absence. An employee may not bid after the two (2) day deadline even if the employee was not at work.

4. Each bid assignment after the general bid will be followed by a waiting period of one hundred twenty (120) days before that employee may bid again.

5. If the initial vacancy posted, and/or any resulting vacancy created by application of the above procedure, is a full-time shift, it shall be offered to all employees at all covered locations on the basis of seniority (subject to the Employer's discretion to fill any such vacancy and to determine the nature (full-time/ part-time) of any shift that may be posted).

6. If the initial vacancy posted, and/or any resulting vacancy created by application of the above procedure, is a part-time shift, it shall be offered to all part-time employees only at all covered locations on the basis of seniority (subject to the Employer's discretion to fill any such vacancy and to determine the nature (full-time/ part-time) of any shift that may be posted).

7. Any new vacancies that the Employer elects to fill, shall be filled in accordance with the procedures above; provided, however, that if a shift remains vacant after application of Paragraphs 5 & 6 above, and the Employer continues to elect to fill it, then the vacancy shall be posted pursuant to the Inter-Bargaining Unit Transfer provisions set forth in Section 3 before the Employer hires from outside.

8. If an employee is interested in a bid but has questions about it, he/she should get them answered before accepting the bid because once an employee has been awarded a bid and accepts it, he/she may not change his/her mind and decline it.

9. When an employee transfers pursuant to the terms of this Section, he/she shall be governed by the terms and conditions of the Local Rider covering that classification of employees only. That employee shall receive the wage rate and benefit entitlements set forth therein, based on his/her date original seniority date. Any disciplinary step accrued prior to the transfer date shall automatically carry over.

10. Notwithstanding the foregoing, if within thirty (30) calendar days following the effective date of the transfer, the employee does not satisfy the probationary period requirements of the new position or otherwise simply wishes to return to his/her former classification, then the employee may do so within the aforesaid thirty (30) calendar day period, based on the principle of Company seniority and even though this may result in the layoff of a junior employee in the classification to which he/she timely returned.

Section 3. Inter-Bargaining Unit Transfers

Subject to the conditions set forth in Section 2 “Filling of Vacancies above, the Employer shall allow eligible employees to exercise “inter-bargaining unit transfer rights” between the Local 851 Courier Unit and 851 Clerical Unit and/or the Local 295 Driver Unit and the Call Center. Likewise, Call Center employees shall have similar IBUT rights with respect to the 851 Courier and Clerical Units and/or the 295 Driver Unit.

To be eligible for such “inter-bargaining unit transfer,” an employee must:

- a) file a written request with his/her supervisor, specifying the “unit” (call center or clerical) and geographic area for which such transfer is sought. That request shall be effective for twelve (12) months, and must be renewed thereafter.
- b) demonstrate the qualifications necessary to fill that position, as required by the Company (e.g., passing a customer service exam, international exam, typing proficiency, licenses, etc., as the case may be).
- c) have not previously transferred from one bargaining unit to another, during the life of the current contract.

Where two (2) or more employees are qualified, as determined by the Employer in the exercise of its sound discretion, the vacancy shall be offered to the qualified employee with the most Company seniority.

When an employee transfers pursuant to the terms of this Section, he/she shall be governed by the terms and conditions of the Local Rider covering that group of employees only. That employee shall receive the wage rate and benefit entitlements set forth therein, based on his/her date original seniority date. Whereas, all other seniority rights, including but not limited to layoff, recall, bidding, etc. shall be based on his/her date of transfer. Any disciplinary step accrued prior to the transfer date shall automatically carry over.

Notwithstanding the foregoing, if within thirty (30) calendar days following the effective date of the transfer, the employee does not satisfy the probationary period requirements of the new position or otherwise simply wishes to return to his/her former unit, then the employee may return to such former unit within the aforesaid thirty (30) calendar day period, based on the principle of Company seniority and even though this may result in the layoff of a junior employee in the unit to which he/she timely returned.

Section 4. Hardship Transfers

The parties agree that a Union committee will screen and approve requests for hardship, or compassionate transfers (after inter-bargaining unit transfers). The Employer agrees to make every reasonable effort to accommodate and approve up to, but not in excess of one (1) transfer per calendar quarter, subject to job availability.

ARTICLE 27. LEAVES OF ABSENCE

Section 1. Bereavement/Funeral Leave

For purposes of this local rider the definition of "Immediate Family" set forth in Article 25, Section 3 "Bereavement Leave" of the National Agreement shall be modified to include "grandparents." Further, notwithstanding the terms of the National Agreement, the provisions relating to "Extended Family" bereavement leave shall not apply to this Local Rider. Finally, notwithstanding the provisions of the National Agreement, for purposes of this Local Rider, bereavement leave is exclusive of Saturdays, Sundays, vacations, and holidays, when not regular work days.

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. Jury Duty

It is agreed that employees required to report to Jury Duty shall receive the difference in their regular daily rate of pay and their jury duty pay up to twenty (20) days.

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 3. FMLA

Notwithstanding any terms contained in the National Agreement, the following terms shall apply to this Local Rider. Except as otherwise provided by more favorable terms of State Law, the Employer will comply with the requirements of the Family and Medical Leave Act of 1993 ("FMLA") and provide an unpaid leave of absence of up to twelve (12) weeks, within any twelve month rolling period, for employees with one (1) or more years of service with the Employer who have worked at least 1,000 hours during each twelve (12) month period immediately preceding the effective date of the requested leave in connection with:

1. the birth of a child of the employee and in order to care for such child (in such instances where an employee is the "birthing mother" then that employee may extend their "FMLA" with an additional "unpaid personal leave" by up to ninety (90) calendar days. Continuation of Health/Welfare benefits during this personal leave shall be the employee's responsibility;

2. the placement of a child with the employee for adoption or foster care;

3. in order to care for the spouse, child or parent of the employee if such spouse, child or parent, has a "serious health condition" as defined in the statute and interpretive regulations and guidelines;

4. a "serious health condition", as defined in the statute and interpretive regulations and guidelines, of the employee which renders the employee unable to perform the essential functions of the employees' job; or

5. it is expressly understood and agreed that in connection with absences under sections 1 and 2 above, the employee may elect or the Employer may require the employee to substitute accrued paid vacation and/or personal holidays for any part of the unpaid 12 week FMLA leave. In such circumstances, the "FMLA" leave entitlement shall be reduced by the number of paid vacation days and/or personal holidays the employee elects to use or the Employer requires the employee to use for such offset purposes; in connection with the absences under sections 3 and 4 above, the same offset procedure shall prevail, but in addition to vacations and personal holidays, the employee may also elect or the Employer may require the employee to use accrued paid sick leave as a substitute for any part of the 12 week "FMLA" leave. Workers Compensation leave will not be applied toward "FMLA" time.

ARTICLE 28. FRINGE BENEFITS

Section 1. Dependent Care Flexible Spending Account

The Employer will permit part-time employees employed as of the Ratification Date of this Local Rider, and full-time employees, covered by this Agreement to participate in its Dependent Care Flexible Spending Account, if any, on the same terms and conditions as it is offered to non-represented employees of the Company.

Section 2. Vacations

A. Employees Hired Prior To September 1, 1988.

1. All employees covered by this Agreement who were hired prior to September 1, 1988, shall be allowed vacations which are to be determined in accordance with the following schedule:

THREE WEEKS after 1 year

FOUR WEEKS after 12 years

FIVE WEEKS after 20 years

2. The qualifying periods for vacations shall be as follows:

Vacation Year	Qualifying Period
2009	4/1/08 - 3/31/09
2010	4/1/09 - 3/31/10
2011	4/1/10 - 3/31/11
2012	4/1/11 - 3/31/12
2013	4/1/12 - 3/31/13

3. The pay which an employee shall be entitled to receive for his vacation shall be determined as follows:

One (1) week's vacation pay for an eligible employee shall be forty (40) hours pay for a full time employee and twenty (20) or twenty-five (25) hours pay for a part-time employee at the employee's current scheduled weekly rate, including premium shift and night shift differential pay.

4. To qualify for a vacation, an employee must have been employed by the Employer for one (1), twelve (12), twenty (20) or more years respectively prior to April 1 of the year in which the vacation is to be granted.

5. All employees shall be paid for all vacation time due according to the schedule listed herein. There shall be no prorating of vacation time. In the event an employee severs his or her employment with the Employer for any reason, the employee shall receive all vacation pay due within two (2) weeks after the employee has terminated (i.e., an employee who has over twelve (12) years of service would be entitled to a total of four weeks vacation pay from the past year and would also receive four (4) weeks vacation pay for the year in which he terminated his employment for any reason).

6. Employees holding a Lead Assignment, irrespective of date of hire, shall receive the vacation benefits set forth in this Section 2A(1)-(5) and be subject to the following accrual: Employees who have not completed one year's service by April 1, shall receive one and one-half (1-1/2) days for each full month worked to a maximum of fifteen working days. If an employee starts before the fifteenth (15th) day of the month, he shall be granted one and one-half (1-1/2) days for that first month.

7. Likewise, the Company agrees to red-circle by name those employees with a seniority date after September 1, 1988 who were eligible as of the Ratification Date of this Local Rider to receive the vacation benefits set forth 2A(1)-(5). Such individuals will be identified by Appendix C. (which hereafter will be determinative of any issues concerning eligibility for such benefits).

B. Employees Hired On Or After September 1, 1988.

1. Part-time employees employed as of the Ratification Date of this Local Rider, and full-time employees, with one (1) or more years of service with the Company as of April 1st of any given year, shall receive a paid vacation of ten days (i.e., 80 hours for a full-time employees and 40 or 50 hours for a part-time employee).

2. Such employees who have less than one (1) year of service prior to April 1 of any given year, however, shall receive a prorated vacation based on the number of months employed from his/her hire date to April 1. (In calculating such prorated vacation entitlement, employees hired between the 1st and the 14th of a month shall receive full credit for the month; employees hired on or after the 15th of the month shall receive no credit for the month. Moreover, all partial and/or fractional vacation days 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. Accordingly, by way of example, if an employee is hired November 11, the number of prorated vacation months between hire date and April 1 equals 5. The employee's earned vacation credit is computed by multiplying .833 days/mo. worked by 5 months. This equals 4.17 days which is rounded down to 4 allowable vacation days.)

3. Vacation days for full-time employees shall be increased over the life of this Agreement in accordance with the following schedule:

Length of Service As of April 1st	Days of Vacation Entitlement
5 years but less than 12 years	15 Days
12 years or more	20 Days
20 years or more	25 Days

4. Vacation days for part-time employees employed as of the Ratification Date of this Local Rider shall be increased over the life of this Agreement in accordance with the following schedule:

Length of Service As Of April 1st	Days Of Vacation Entitlement
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5 years but less than 6 years	12 Days
6 years but less than 7 years	14 Days
7 years or more	15 Days

C. The Employer shall post the vacation schedule no later than March 1, to be effective April 1, of each year, and shall give preference to the senior employees. The Employer shall have the right to schedule the number of employees who shall receive vacations at a particular time. Vacations shall be scheduled on a year-round basis by location according to seniority and classification.

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

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

F. Where any of the contractual holidays to which the employee is entitled occur during the employee's vacation period, said employee shall receive a floating holiday in lieu of the actual named holiday(s), which shall be scheduled in accordance with the procedures for bidding all other floating holidays. After the Employer has completely exhausted the active seniority list for 6th or 7th day bids and prior to forcing a junior employee, the Employer shall attempt to contact employees on vacation, who have previously notified the Employer of their desire to bid such work, and offer them such available vacant work shifts, by seniority.

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

H. If, in the event the Employer claims a man-power shortage has developed, employees may agree to work during their vacation period and such employee shall receive, in addition to his earnings for that week, the pay to which he would have been entitled had he been on vacation or, upon agreement, reschedule his vacation period.

I. In case of death of an employee, the vacation pay due such an employee shall be paid to the employee's estate within two (2) weeks after receipt of death certificate.

Section 3. Holidays

A. Employees Hired Prior To September 1, 1988.

1. The following days shall be considered holidays under this Agreement: New

Year's Day, Memorial Day, Independence Day, Labor Day, Good Friday or Yom Kippur (employee option), Thanksgiving Day, Day After Thanksgiving Day, Christmas Eve Day, Christmas Day, Employee's Birthday and six (6) floating holidays. Five (5) of the six (6) floating holidays may be converted to an extra week of vacation at the employee's option.

2.(a) All hours worked on the following holidays shall be paid for at the rate of two and one-half (2-1/2) times the regular rate of pay, with a minimum guarantee of eight hours work or pay for full-time employees and five (5) hours work or pay for part-time employees, in addition to the holiday pay: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

(b) All hours worked on the following holidays shall be paid for at the rate of two (2) times the regular rate of pay, with a minimum guarantee of eight hours work or pay for full-time employees and five (5) hours work or pay for part-time employees in addition to the holiday pay: Good Friday or Yom Kippur, Christmas Eve Day and Day After Thanksgiving.

3. Hours worked on such Saturday that is a holiday requiring a two and one-half (2-1/2) time hourly rate, shall be paid for at the rate of four (4) times the regular rate of pay, and holidays with a double time rate of pay shall be paid for at three and one-half (3-1/2) times the regular rate of pay with a minimum guarantee of eight hours work or pay for full-time employees and five (5) hours work or pay for part-time employees.

4. All hours worked on such Sunday that is a holiday requiring a two and one-half (2-1/2) time hourly rate shall be paid at the rate of five (5) times the regular rate of pay, and holidays with a double time rate of pay shall be paid for at four (4) times the regular rate of pay with a minimum guarantee of eight hours work or pay for full-time employees and five (5) hours work or pay for part-time employees, provided the holiday is not observed on Monday, in which case the holiday pay would be paid for Monday's work.

5. Employees holding a Lead Assignment, irrespective of date of hire, shall receive the holiday benefits set forth in this Section 3A(1)-(4).

6. Likewise, the Company agrees to red-circle by name those employees with a seniority date after September 1, 1988 who were eligible as of the Ratification Date of this Local Rider to receive the holiday benefits set forth in 3A(1)-(4). Such individuals will be identified by Appendix C (which hereafter will be determinative of any issues concerning eligibility for such benefits).

B. Employees Hired After September 1, 1988.

1.(a) Part-time employees employed as of the Ratification Date of this Local Rider, and full-time employees, shall be entitled to receive the following paid holidays: Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day. In addition, such employees shall receive their birthday off with pay and up to three (3) floating holidays in accordance with their length of service, as

follows:

Length Of Service With Company	Number Of Floating Holidays
Up to twelve (12) months	1
Twelve (12) but less than twenty-four (24) months	2
Twenty-four (24) or more months	3

(b) Employees with ten (10) or more years of service shall be entitled to receive five (5) Floating Holidays.

(c) All hours worked on the following holidays shall be paid for at the rate of two and one-half (2 ½) times the regular rate of pay, with a minimum guarantee of eight hours work or pay for full-time employees and five (5) or four (4) hours work or pay for part-time employees in addition to the holiday pay: new Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

(d) Hours worked on such Saturday that is a holiday requiring a two and one-half (2 ½) time hourly rate, shall be paid for at the rate of four (4) times the regular rate of pay with a minimum guarantee of eight hours work or pay for full-time employees and five (5) or four (4) hours work or pay for part-time employees.

(e) All hours worked on such Sunday that is a holiday requiring a two and one-half (2 ½) time hourly rate shall be paid at the rate of five (5) times the regular rate of pay, with a minimum guarantee of eight hours work or pay for a full-time employee and five (5) or four (4) hours work or pay for a part-time employee, provided the holiday is not observed on Monday, in which case the holiday pay would be paid for Monday's work.

(f) Holiday pay for Part-time Employees employed as of the Ratification Date of this Local Rider: In the event a contractual holiday is observed on the employee's regularly scheduled day off, he/she shall receive five (5) or four (4) hours pay at his/her regular rate of pay as compensation for such holiday; if, however such contractual holiday is observed on the employee's regularly scheduled work day, he/she shall receive holiday pay computed at his/her regular rate of pay for not less than five (5) or four (4) hours and no more than the number of hours regularly scheduled to work on such day.

(g) Any part-time employee hired on or after the date of ratification of this Local Rider shall be paid pro-rated holiday pay based on the hours worked the two weeks prior to the holiday

D. Scheduling Of Floating Holidays.

Floating holidays shall be posted for bid along with the annual posting of the vacation schedule. 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 Company operations.

For all employees hired prior to 1988, all earned but unused floating holidays shall be paid in April of each contract year; for employees hired after ratification, however, payment shall be made on their anniversary date.

E. No employee shall work on his/her birthday. If the employee's birthday falls on any of the above listed holidays (including 6th or 7th day work opportunities), that employee shall have the option to celebrate his/her birthday on either the scheduled day before or the scheduled day after the listed holiday.

F. Employees who elect to work on an evening prior to a holiday and whose work ends on a holiday, shall work the hours necessary to complete that day's work at the regular rate of pay and the regular overtime rate shall be paid thereafter until the regular starting time of the next day at which time the holiday hourly rate shall apply until he completes his work.

G. Employees who elect to work on a Saturday, Sunday or holiday evening and whose work ends on the following day, shall be paid at the Saturday, Sunday or holiday rate until he has completed his work.

Section 4. Sick Leave

A. Employees Hired Prior To September 1, 1988.

1. The Employer agrees to grant each employee in his employ, who was hired prior to September 1, 1988, a total of eleven days off at his or her regular rate of pay including premium pay and night shift pay, in each contract year for the purpose of compensation for "Sickness." The Employer may require verification of employee's eligibility for sick pay. Sick leave shall be payable from first (1st) day of illness.

2. Sick leave shall not be accumulated, but employees shall receive payment based upon their regular rate of pay, including premium and night shift pay, for all unused sick leave within two (2) weeks after the end of the contract year, or at the time the employee severs his employment for any reason. There shall be no prorating of sick leave.

3. Those holding Lead Assignments, irrespective of date of hire, shall receive the sick leave benefits set forth in this Section 4A(1)&(2).

4. Such employees shall be paid for unused sick leave within two (2) weeks after the end of the contract year or at the time the employee severs his employment for any reason.

5. Likewise, the Company agrees to red-circle by name those employees with a seniority date after September 1, 1988 who were eligible as of the Ratification Date of this Local Rider to receive the sick leave benefits set forth in Section 4A(1)&(2). Such individuals will be identified by Appendix C (which hereafter will be determinative of any issues concerning eligibility for such benefits).

B. Employees Hired After September 1, 1988.

1. Part-time employees employed as of the Ratification Date of this Local Rider, and full-time employees, shall be entitled to receive paid sick days based upon his/her length of service with the Employer, as follows:

Length of Service	Number Of Sick Days
Up to one (1) year	6
More than one (1) but less than two (2) years	7
Two (2) or more years	8

2. Payment of sick leave for a full-time employee shall not exceed eight (8) hours per day and sick leave pay for a part-time employee shall not exceed five (5) hours per day. Earned but unused sick leave shall be paid within two (2) weeks after the completion of each full year of service, i.e., anniversary date, or at the time the employee severs his/her employment for any reason. There shall be no prorating of sick leave.

C. Newly hired full-time employees will accrue sick leave at the rate of one and one-half (1-1/2) days per month up to six (6) months and thereafter shall be eligible for up to six (6) days to be paid within two (2) weeks after the end of the contract year, or at the time the employee severs his employment for any reason.

1. Employees in the employ of the Employer shall be paid for unused sick leave within two (2) weeks after the end of the contract year or at the time the employee severs his employment for any reason.

2. In the event of a proven illness exceeding five (5) days during the first six (6) months of employment, said employee shall be eligible for up to six (6) days sick leave.

Section 5. 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.

[Language to be inserted]

Section 6. 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.

[Language to be inserted]

Section 7. Tuition Reimbursement

The Company shall allow part-time employees employed as of the Ratification Date of this Local Rider, and full-time employees, to participate in the Company’s tuition reimbursement program.

Section 8. STD & LTD

The Company shall continue to offer eligible employees the opportunity to participate in existing Short Term Disability and Long Term Disability programs through voluntary, direct payroll contribution; provided, however, the Company shall not incur any additional expense in relation to such programs.

Section 9. Transit Check

The Company shall continue to offer eligible employees the opportunity to participate in existing “Transit Check” programs through voluntary, direct payroll contribution; provided, however, the Company shall not incur any additional expense in relation to such programs.

ARTICLE 29. WAGES

Section 1. New Hire Bonus

Upon the successful completion of the applicable probationary period, each new hire shall receive a bonus in the gross sum of five hundred dollars (\$500.00).

Section 2. Wages

A. Full Time Wages

CURRENT EMPLOYEES HIRED PRIOR TO RATIFICATION

Months	Wage Rate
Start	11.00

6	11.25
12	11.50
18	11.75
24	12.00
30	12.25
36	12.50
42	12.75
48	13.00
54	13.35
60	13.70
66	14.05
72	18.52
84	19.02
96	19.52
108	20.02
120	22.82

Those full-time employees who are at or over the top rate of the progression shall receive the following increases:

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

NEW HIRE FULL-TIME EMPLOYEES

Start at \$11.00 + .50 increase every 12 months

LEAD COMPENSATION

Upon Ratification of this Local Rider the wage rate for full-time employees hired prior to 9/1/88 holding a Lead assignment shall be \$23.795. Once the \$23.795 wage rate is reached, such employees shall receive the increases set forth above for those employees who are at the top rate of the progression.

All employees hired on or after 9/1/88 who are subsequently given a Lead assignment shall be paid initially a percent of the prevailing base wage listed above as follows:

Length of Service with the Company	% of Base
Up to 12 months	85% of scale
12 months but less than 24 months	90% of scale
24 months but less than 36 months	93% of scale
36 months but less than 48 months	95% of scale
48 or more months	100%

In no event, however, will any employee holding a Lead assignment be paid less than ¢.50 more than they would be entitled to under the applicable Customer Service Representative wage progression.

B. Part Time Wages

CURRENT EMPLOYEES HIRED PRIOR TO RATIFICATION

Months	Wage Rate
0-6	10.00
6	10.00
12	10.50
18	10.55
24	11.00
30	11.42
36	11.50
42	12.10
48	12.50
54	12.85
60	13.10
66	13.60
72	13.85
78	14.10

Those part-time employees who are at or over the top rate of the progression shall receive the following increases:

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

NEW HIRE PART-TIME EMPLOYEES

Start at \$10.00 + .50 increases every 12 months.

ARTICLE 30. DISCIPLINE AND DISCHARGE

The parties agree that all disciplinary steps issued prior to the Ratification Date of this Local Rider shall be rescinded, except for the following: (1) All last chance letters (providing for reinstatement on condition that the employee commits no further

offenses); (2) Any discipline related to theft, drugs, or alcohol; or (3) All arbitration awards.

ARTICLE 31. 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. 851 affiliated
with the International Brotherhood of Teamsters

BY _____

BY _____

APPENDIX A

[INSERT MAP OR OTHER DEPICTION OF THE CURRENT JURISDICTION OF LOCAL 851 FOR REFERENCE PURPOSES (SEE RECOGNITION ARTICLE)]

APPENDIX B

[Insert list of Red-Circle Full-time Employees]

APPENDIX C

[Insert list of post-1988 seniority date employees red-circled for Tier 1 benefits]

APPENDIX "D" LEAD QUALIFICATION PROGRAM

When the situation arises that the company must use the qualification language for Lead Agent assignment openings, the following procedures will be followed:

- The qualification process will be comprised of 3 sections totaling 100 points:
 1. A 50-question basic knowledge exam valued at 50 points.
 2. A review of the applicant's attendance valued at 35 points.
 3. An interview conducted by the station manager, valued at 15 points.
- In order to be qualified an Customer Service Representative must attain a cumulative score of 75 points.
- Once the bid is closed, the Bidding Administration Office will supply, to the local Manager, a list of the Customer Service Representatives that are eligible for the position.
- The station managers will arrange for the candidates to interview and take the qualification exam. (To minimize the amount of time required to complete the process we suggest you schedule the appointments in seniority order. If the most senior applicant is deemed qualified there is no need to test the remaining applicants.)
- With the exception of the interview process, the Bidding Office will score and award the position IAW the CBA.

THE EXAM: (50 points)

- The station manager will request a copy of the exam and also administer the exam. At no time should a copy of this exam be made or kept for training purposes.
- This is a closed book 50-question exam. The exam will include a map to answer specific geographic questions. Each applicant will be given no more than 45 minutes to complete the exam. The exam must be taken in pen not pencil.
- The original exam must be returned to the Bidding Administrator via COMAT. If the exam must be graded immediately, we will make arrangements however, the original exam must still be returned back to this office.

- If a second bid arises within 60-days of the applicant taking an exam and that applicant was not awarded the initial bid, the applicant will have the option to retake the exam or use their score on the prior exam.

THE INTERVIEW: (15 points)

- The station manager who has the opening will conduct the interview process. If possible we recommend the interview be conducted in person.
- The intent of the interview is to establish the ability of the candidate to perform the function of lead as defined in the CBA.
- At the conclusion of the interview the station manager will assign a subjective score from 0 to 15 points and email the Bidding Administrative with the points awarded.
- The applicant will be made whole for the interview/exam process as well as travel time. It is however mandatory that the applicant report to work for any remaining time on their normal scheduled shift.

ATTENDANCE: (35 points)

- It is important that each station keeps accurate attendance records.
- The Bidding Office will review the applicants last 12 complete calendar months and:
 1. Total up each occurrence of late/leave early and sick days. (For sick days if they are consecutive we will count that as ONE occurrence.)
 2. Time off due to, 2-hour emergency leaves, LOA, FML, funeral leave, discipline, disability, or maternity leave will not be counted as an occurrence.
 3. If the applicant is out for more then two weeks (other than vacation and floaters) in any month we will go back as many months as necessary to provide 12 full working months.
 4. Divide the number of occurrences by 12 and place the resulting score in the ranges below to determine the point value to award.

Score Range	Point Value
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1.10 or less	35 points
1.11 to 1.65	30 points
1.66 to 2.05	25 points
2.06 to 2.75	20 points
2.76 to 3.08	13 points
3.09 to 3.99	7 points
Over 3.99	2 points

SIDE LETTER: IMPLEMENTATION OF ONE-TIME MASTER BID

Within an agreed-up period prior to the ratification of this Agreement in 2008, the Employer shall post all full-time and regular part-time Office Clerical and Call Center positions represented by Local 851 for bid. The number of full-time bid positions for the Office Clerical group will be determined by the total number of employees employed in office clerical positions in operations at the time of this bid and any applicable rules regarding the ratio of full- to part-time employees set forth in the Office Clerical Operational Supplement. The number of full-time bid positions for the Call Center group will be determined by the number of full-time employees employed in the Call Center at the time of the bid. This one-time only bid process shall be conducted in order to distinguish between the Call Center and the Office Clerical employees, and will be used to identify which employees will be considered “red-circled full-time employees” in the Call Center group. All non-probationary employees, whether full- or part-time, will be able to exercise their seniority in this bid; provided, however, that the parties will determine the applicable bidding procedures.

The bid shall be completed within seven (7) business days. During this process, employees shall, in seniority order, select either a call center or an operations office clerical position, and shall select either a full- or part-time position. Once an employee makes his selection, he shall be governed by the applicable Operational Supplement and Local Rider (Call Center or Office Clerical), and except as provided for in Article 7, Job Bidding and Filling of Vacancies, Sections 2 and 3, shall have no future right to select a position covered by the alternate Operational Supplement and Local Rider. Thereafter, the Call Center employees and Operations Office Clerical employees shall be considered completely separate for all purposes, and except as specifically provided for herein, there shall be no rights of assignment, bidding, transfer recall or otherwise between the two groups. The Call Center and the Operations Office Clerical employees shall have completely separate seniority lists from that point forward and the two groups shall be administered as though they were completely separate bargaining units. Notwithstanding the foregoing, in the event of layoff, employees represented by Local 851 may exercise the bumping rights provided for by Article 5 Seniority, Layoff, and Recall.

Further, once the One-time Master Bid set forth above is complete, the Employer shall re-bid vacations in accordance with the procedures set forth in this Local Rider.