

**TEAMSTERS LOCAL 851
CLERICAL EMPLOYEES RIDER**

**Effective
April 1, 2008 Through March 31, 2013**

PREAMBLE

This Agreement is entered into by and between DHL EXPRESS (USA), INC. (hereinafter the “Company”, “Employer” or “DHL”) 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 Master DHL Agreement, hereinafter referred to as the “National Agreement” and the Office Clerical Operational Supplement, hereinafter referred to as the “Operational Supplement”, 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 Clerical 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).

Once this Local Rider becomes effective, it (together with the National Agreement and Operational Supplement) shall supersede, cancel and replace in its entirety the pre-existing collective bargaining agreement between the parties for the affected Clerical employees 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. STEWARDS

Section 1. Super Seniority Status

One (1) Steward at each clerical facility 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 Operational Supplement, 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 16, Stewards of the Operational Supplement; 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 22. JOB CLASSIFICATIONS

Section 1. Classifications

A. Lead Agent/Dispatcher

1. This Local Rider covers Lead Agents/Dispatchers who, under the direction of and as assigned by management, shall perform, (but is not necessarily limited to), the following duties.

- a. the routine assignment of pick-ups to drivers during normal pick-up hours, commencing after the a.m. breakdown has been completed and culminating with the last driver making the last on-demand pickup;
- b. routinely maintain, under guidelines set by management, the records necessary to assist management and supervision in monitoring service quality, production and operating costs;
- c. perform Agent duties during regular hours or overtime or when Lead Agent/Dispatcher duties have been completed or are not available; (It is understood that during the window period in Subsection 1(a)above, at least one (1) Lead Agent/Dispatcher will be available at the Lead Agent/Dispatcher work station);
- d. perform other related functions and duties as assigned by management and/or supervision;
- e. assist management as requested in training Union clerical personnel in the proper performance of work duties in conformity with Company policies and procedures;
- f. routinely coordinate the performance of Agent duties as needed.

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

2. A Lead Agent/Dispatcher shall be familiar with Company operations, procedures, and manuals, with airline guides, ocean and surface routing, tariffs and related materials, and be fully competent to make routine decisions, under and subject to supervision based thereon regarding work duties.

3. If management elects to replace a Lead Agent/Dispatcher (when Lead Agent/Dispatchers are enjoying the benefits of this Agreement, such as vacations, sick days, floating holidays, bereavement, disability, or workers' compensation), the most senior qualified employee on duty shall assume the responsibilities of the Lead Agent/Dispatcher and be compensated an additional three dollars per day.

4. The Lead Agent/Dispatcher's performance of the duties set forth above shall in no way, directly or indirectly interfere with or restrict the right of management and supervision to issue non-discriminatory work directives to employees.

5. Lead Agent/Dispatchers shall have no authority or responsibility in the warehouse operations at any covered facility. The foregoing, however, shall not preclude Lead Agents/Dispatchers from performing Agent duties historically and customarily performed in the warehouse.

6. The qualifications of the Lead Agent/Dispatcher position will include the following: i) the ability to communicate clearly and effectively; ii) the ability to maintain composure and work efficiently, in pressure situations iii) computer literacy, iv) the ability to read and decipher a road map, v) demonstrated ability to perform all Agent duties, in a competent manner, etc., vi) passage of job related proficiency examinations, etc.

7. When a Lead Agent/Dispatcher position becomes available, the most senior Lead Agent/Dispatcher who bids for the vacancy shall be deemed qualified and be awarded the position. In the event no Lead Agent/Dispatcher bids for the vacancy, the most senior full-time Agent who meets the above qualifications of Section 6 above, shall be awarded the position. If there is a displaced Lead Agent/Dispatcher in that location, then he/she shall have a one time opportunity to return to the vacated Lead Agent/Dispatcher position before any Agent. However, should the displaced Lead Agent/Dispatcher decline this opportunity, then he/she shall automatically forfeit his/her protected Lead Agent/Dispatcher pay scale and benefits. Henceforth, such individuals shall receive the pay and benefits applicable to an Agent based on most recent date of hire.

8. Lead Agent Probationary Period:

(a) If the successful bidder in Section 7 above is a Lead Agent/Dispatcher, he/she shall be subject to a probationary period of up to forty-five (45) working days, during which time he/she must demonstrate the ability to perform the requirements of the Lead Agent/Dispatcher position to which he/she bid in a competent manner. In addition, he/she shall be subject to the provisions of Article 26, Section 6 "Promotions." If it is determined by the Employer that the

employee is not qualified for the new position, the employee shall be returned to his/her former position.

(b) If, however, the successful bidder in Section 7 above is a full-time Agent, he/she shall be subject to the provisions of Article 26, Section 6 "Promotions" herein.

9. The foregoing provisions modify the Lead Agent/Dispatcher function as set forth in the predecessor contract. The intent of this modification is to eliminate all the managerial duties formerly associated with that job, consistent with NLRA precedent.

10. a. In the event the Company introduces technology that automates the dispatch process of Section 1.(a.) (i.e., the routine assignment of pick-ups), then the Company shall be required to maintain a minimum of one Lead Agent/Dispatcher position at each cartage center and courier center and;

b. Existing lead agent/dispatchers as of the date of the introduction of the new technology shall be red-circled by name for pay and benefits and bidding rights for the duration of their employment and;

c. If/when the Company opens a new facility, then one of the red-circled Lead Agent/Dispatchers at the station from whence the work is moving shall follow the work to the new station so that the Company has a minimum of one Lead Agent/Dispatcher at the new facility. If no Lead Agent/Dispatcher bids to follow the work then the junior Lead Agent/Dispatcher at the station from whence the work is moving shall be forced or they shall forfeit their red-circled status and revert to an Agent and;

d. In the event there is only one Lead Agent/Dispatcher at the station from whence the work is moving, then the new station shall post a Lead Agent/Dispatcher job to the existing lead Agent/Dispatchers unit wide. Should no one bid the job, then the junior Lead Agent/Dispatcher in a "surplus" station within thirty (30) miles of the new station shall be forced to take the job or forfeit their red-circled status and;

e. Should new technology create the need for a "consolidated" dispatch center, then that center shall be located within the jurisdiction of Local 851 and those Lead Agent/dispatchers shall come from the pool of red-circled Lead Agent/dispatchers and;

f. If at any time the Company reverts back to the manual routine assignment of pick-ups as in Section 1.(a), then that work shall be performed by Lead Agent/dispatchers covered hereunder; and

g. It is expressly understood and agreed, however that all written/oral agreements, letters/memos of understanding, grievance resolutions etc. which

directly or indirectly, previously provided a unit employee with full or partial domiciliary protection (via priority bidding rights or otherwise) for any reason other than the seniority principles set forth in herein shall be null and void.

B. Agents.

1. This Local Rider covers Agents who, under the direction of and as assigned by management, shall perform, (but is not necessarily limited to), the following duties:

- a. Receives and responds to telephone calls and electronic messages to and from customers, airlines, agents, and other Company offices regarding specific shipments, rates and flight or ocean or surface information. (Nothing herein contained shall restrict management from answering their phone calls or electronic messages).
- b. Provides over-the-counter services in the customer lobby areas.
- c. Screens, routes, prepares, and processes air waybills, surface and ocean waybills, and related manifests.
- d. Prepares and processes documents related to import and export shipments including clearance of imported and exported shipments.
- e. Complies with Problem Resolution Policies and Procedures and acts to resolve customer complaints in a timely manner.
- f. Performs tracing of packages and expedites urgent shipments.
- g. Resolves addressing errors of customer packages in a timely manner.
- h. Attempts to resolve any "Not Delivered" package that was scanned by a route driver or courier. Any unresolved "ND" shall be escalated promptly to the attention of management for resolution.
- i. Prepares and processes accounts receivable (i.e., cod's, pia's, cbo's) and trades payable (i.e., routine station bills) and cartage payable.
- j. Stays current on DHL's products, policies and procedures.
- k. Strives to maximize DHL's interests, through professional appearance and good customer relations.
- l. Informs sales office of special inquiries as necessary.

- m. Updates and maintains station manuals, tariffs, fax notifications, prepares and processes air-waybill counts and service quality reports, and bottoms-up reports.
- n. Opens and processes mail, excluding mail addressed to management representatives. (Initial sorting of all mail shall be performed by management.) Picking up of mail at post office, as needed.
- o. Entering data into a computer, via keyboard or scanner (i.e., shipment updates, flight tracking info; load plans; etc.) and being responsible for accurate and complete entries. Data captured through on-road automation devices by route personnel or warehouse automation devices by dock personnel shall not be deemed to be bargaining unit work.
- p. Transmitting messages (in full compliance to OLM policies and procedures), including E mail as and when assigned by management. It is expressly understood and agreed that the transmitting of messages via a computer terminal is bargaining unit work only when the information contained therein is directly related to their job functions.
- q. Maintains general work files, i.e., form 425 book, 008's, dispatch logs, equipment logs, purchase orders, 90 day file, driver manifests, Libra logs, XRFL, etc.
- r. For certified Agents, calculating aircraft weight and balance at the aircraft and Hazardous Material shipment inspection.
- s. Performs other clerical duties as assigned.

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

- 2. Nothing contained herein shall preclude management from utilizing customary office equipment and/or otherwise to access or process data in the performance of their supervisory duties and responsibilities.
- 3. The parties expressly understand and agree that the completion and processing of confidential documents relating to personnel, and time worked, shall be performed by management personnel.
- 4. Except as otherwise expressly provided herein, the Employer agrees not to assign work that is normally performed by one classification to another classification.
- 5. The Employer agrees that employees covered by this Agreement shall not perform duties assigned to vehiclemen or platform men.

6. The Employer agrees that only employees covered by this Agreement will perform duties listed in this Agreement. However, non-Union personnel may train Union personnel.

7. The Employer agrees that it will not assign an employee from one location, to perform the duties of another employee at a different location. This shall apply to all classifications

8. The Union will permit temporary assignment of employees from other departments of the Employer to the operations assignments covered by this Agreement for purposes of training and the employees covered by this Agreement will use their influence and best efforts to advance the training of such personnel by demonstration and example of techniques and knowledge involved in their assignments. The Employer agrees to limit the number of trainees and the duration of the training periods, and shall not utilize its prerogative to pre-empt permanent classified assignments.

8. The Employer agrees that it will allow employees wishing to obtain Hazardous Materials certification the opportunity to do so consistent with the provisions set forth in Article 23 of the National Agreement (Special Licenses). Further, to the extent that an employee bids on any position/shift designated by the Employer as requiring HAZMAT (or other similar) certification he/she must hold such valid certification prior to making such bid election and/or successfully complete the required training/certification at the first opportunity available to such employee. If an employee should fail to obtain the required certification, the Employer may in its discretion offer the employee another opportunity to do so. Provided, however, that nothing herein shall be deemed to require the Employer to maintain an employee in a bidded position/ shift should such employee fail to obtain the required certification as set forth herein. Moreover, performance of the duties for which HAZMAT certification is necessary by non-unit personnel shall not serve as the basis for a grievance under Article 7 of the National Agreement (Grievances) where there is no HAZMAT-certified employee available on-shift to perform the work.

ARTICLE 23. SENIORITY, LAYOFF AND RECALL

Section 1. Layoff and Bumping Rights

This provision supersedes the language set forth in Article 12 Seniority, Layoff & Recall, Section 5. (Layoffs) of the Office Clerical 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 26, Section 5 (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 26 (Job Bidding and Filling of Vacancies), nor is it intended to apply to newly-created positions, which may be filled pursuant to the provisions contained in Article 26, Section 4 (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.

ARTICLE 24. REVOCATION OF LICENSES

In the event the employees shall suffer a revocation of his license because of violation of any laws by the Employer, the Employer shall provide suitable and continued employment for such employee, at not less than his regular earnings at the time of revocation of license, for the entire period of revocation of license and shall be reinstated in the seniority he held prior to revocation of his license, after his license is restored.

ARTICLE 25. HOURS, PART-TIME PERSONNEL, MEAL BREAKS AND SHIFT DIFFERENTIAL

Section 1. Weekly Hours Guarantee for Incumbent Part-Timers

1. 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 Section 4 (Voluntary Time Off), without affecting their continued eligibility for their weekly guarantee.

2. The Employer may continue to employ part-time personnel to fulfill its operational needs subject to the terms and conditions set forth in this Agreement.

3. The regular work week for part-time employees shall be guaranteed to consist of a minimum of either twenty or twenty-five hours worked within any seven (7) consecutive calendar day period. Days actually worked within such seven (7) day period need not be consecutive provided the hour weekly minimum guarantee is satisfied and the employee receives at least two (2) days off within such time period, scheduled consecutively.

4. Part-time employees may be assigned, as needed, to work in excess of either the twenty (20) or the twenty-five (25) hour weekly minimum. Moreover, although the normal and customary daily work schedule for such employees shall be five (5) hours per day, there shall be no minimum or maximum guarantee of the number of hours to be worked on a daily basis. Accordingly, part-time employees may work as many hours as needed, in accordance with seniority among qualified employees.

5. A minimum of seventy-five percent (75%) of the part-time positions at each terminal shall have a bid start time. Such start times, however, may be changed by the Employer up to two (2) hours per day, based on operational need. The remaining twenty-five percent (25%) of the part-time employees shall be scheduled by seniority. Whenever practicable, the Employer will provide twenty-four (24) hours notice of schedule changes.

Section 2. 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 3. 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 4. Voluntary Time-Off

When the Company is looking to reduce hours on a temporary basis due to operational need, employees may volunteer to take time off without pay. If there are more volunteers than opportunities available, the most senior volunteers on the shift affected will be given the time off. An employee who elects to take time off without pay under this provision shall be deemed to have waived any applicable daily guarantee. Use of voluntary time off shall not count as an "occurrence" under any no-fault attendance policy or otherwise count against the employee for attendance record purposes, and it shall not count against an employee for purposes of eligibility for holiday pay.

Section 5. 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. Saturday Bid

(a) Saturday bids will be filled by each location. Should any location have a problem filling a Saturday bid, qualified unit personnel within the location shall be forced to fill the vacant shift in reverse order of seniority (i.e., least senior first, etc.).

(b) As long as the Employer utilizes a five hour bid shift on a Saturday in a location, the Employer guarantees to maintain at least the same number of Saturday full-time straight eight (8) hour bidded shifts in such location that were in effect as of September 1, 1991. However, no more than fifty percent (50%) of the total Saturday shifts may be bid for five (5) hours (i.e., if there are ten (10) straight eight (8) hour shifts for a Saturday, there may be ten five hour shifts for such Saturday. Additional shifts shall be subject to the same overall limitation).

Section 3. 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.

Section 4. Filling of New Vacancies

A. Except as otherwise expressly provided, Clerical and Call Center 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 be offered to all eligible employees represented by Local 851 and working under either this Clerical Local Rider or the CCOS 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 5. 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, Clerical employees shall have similar IBUT rights with respect to the 851 Courier and Call Center 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 6. Promotions

A. The Employer shall have the right to select qualified persons, but as between equally qualified persons, seniority shall prevail. The Employer's selection shall not be subject to grievance unless written request therefore is received by the Employer within seven (7) working days of the selection.

B. Any employee promoted to a higher rated job shall be given a trial for a period not to exceed forty-five (45) calendar days at the rate of the higher job. If it is determined that the employee is not qualified for the new position, or if the employee desires, he shall be returned to the old classification at the same rate of pay which was formerly paid for the old classification.

C. The Employer will furnish study material and render assistance and training to employees assigned to such position.

ARTICLE 27. FRINGE BENEFITS

Section 1. Dependent Care Flexible Spending Account

The Employer will permit 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. Lead Agent/Dispatchers, 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 B. (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
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. Employer will post a single vacation bid list for all employees covered by this Agreement. Vacations shall be scheduled on a year-round basis by location according to seniority. The Employer shall have the right to schedule the number of employees who shall receive vacations at a particular time.

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. Lead Agent Dispatchers, 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 B (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), then 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 B (which hereafter will be determinative of any issues concerning eligibility for such benefits).

B. Employees Hired After September 1, 1988.

1. Part-time employee 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 Office Clerical Operational Supplement, 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 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.

[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.

ARTICLE 28. 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 the position of Lead Agent/Dispatcher 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 promoted to Lead Agent/Dispatcher 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 Lead Agent/Dispatcher be paid less than ¢.50 more than they would be entitled to under the applicable Agent 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 29. 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 for Jury Duty shall receive the difference in their regular daily rate of pay and their jury 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. Personal Leave

Any employee desiring a personal leave of absence from his employment without pay or other benefits shall secure written permission from both the Union and the Employer.

The maximum leave of absence shall be for thirty (30) days and may be extended for like periods. Permission for extension must be secured from both the Union and Employer. During the period of absence the employee shall not engage in gainful employment in any industry. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved.

Section 4. Status After Leave Of Absence

A. An employee returning after leave of absence may return to his former position, providing it has not been abolished, or providing a senior employee has not exercised displacement rights thereon, or may upon return or within five (5) days thereafter, exercise displacement rights on any position during such absence. In the event the employee's former position has been abolished or a senior employee has exercised

displacement rights over a junior employee, if exercised within five (5) days, the employee so displaced may exercise displacement rights in the same manner.

B. An employee who does not return to work upon termination of his leave of absence, or provide a satisfactory reason within three (3) days of failure to return, shall be considered as having severed his employment.

Section 5. 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.

ARTICEL 30. ATTENDANCE POLICIES

There shall be a no-fault attendance policy using a rolling 10-month period and the following point system. An occurrence is a single day of absence or consecutive days of absence for the same reason.

- Sick Occurrence = 1 point
- Use of Sick Leave for medical, dental or vision care appointments when 48 hour advance notice is provided = ½ point
- Late or leave early (up to 60 minutes) = ½ point
- Late or leave early (in excess of 60 minutes) = 1 point
- Unpaid Absence Occurrence (except for Voluntary Time Off taken pursuant to Section 5) = 1 points

Progressive Discipline:

- 8 points = 1st written warning
- 9 points = 2nd written warning
- 10 points = one-day suspension without pay
- 11 points = two day suspension without pay
- 12 points = termination

Exclusions – authorized FMLA absences shall not count as an occurrence.

This attendance policy shall become effective prospectively upon ratification of this Agreement based on attendance records from that date forward.

ARTICLE 31. DISCIPLINE AND DISCHARGE

Section 1. 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.

Section 2. Cardinal Infractions

No warning notices are necessary for cardinal infractions, including but not limited to the following, for which summary dismissal is appropriate:

- (a) Drugs, Alcohol, Weapons:

- (i) Drunkenness or drinking during work hours (including lunch time, break periods and overtime assignments), or being under the influence of liquor or unlawful drugs during work hours (including lunch time, break periods and overtime assignments) and/or at any time on the Employer's premises;
 - (ii) Carrying and/or possessing unlawful drugs, any guns, deadly or illegal weapons or dangerous explosives during work hours (including lunch time, break periods and overtime assignments), or, at any time on the Employer's premises; and/or
 - (iii) Testing positive to a drug and/or alcohol test reasonably requested for just cause.
- (b) Theft, or failing or refusing to submit to an investigation of a theft search by the Employer or security person as long as a steward or alternate is present. If neither is available, a member selected by the employee shall be permitted to attend.
 - (c) Unprovoked assaulting or threatening injury to a supervisor, other Employer representative, fellow employee or to a customer; unprovoked fighting with a supervisor, other Employer representative, customer or employee during work hours (including lunch time, break periods and overtime assignments) or, at any time on the Employer's premises; Unprovoked fighting with a supervisor, other Employer representative, customer or employee after regular work hours, provided such activities has a direct nexus to the Employer's business operations.
 - (d) Engaging in any conduct in violation of the No-Strike provisions of the Collective Bargaining Agreement.
 - (e) Willfully falsifying employment application, time cards, customer records or reports, doctor's slips or other Employer records.
 - (f) Malicious tampering with the Company's or co-worker's property.
 - (g) Failure or refusal, upon reasonable request, to submit to a search of person, property, locker or employee vehicle (located on Company premises) in connection with an investigation by management/supervisory personnel or security agents as long as a steward or alternate is present. If neither is available, a member selected by the employee shall be permitted to attend. Or;
 - (h) insubordination (consisting of the refusal to obey a proper work order

Section 3. Survival of Prior Disciplinary Action for Future Use in Progressive Discipline

The warning notice(s) or suspensions shall not remain in effect to support further progressive disciplinary action for a period of more than nine (9) months provided there is no intervening misconduct. All warning notices, discharges, suspensions or other disciplinary action shall be confirmed in writing to the employee and Union.

Section 4. Deadline for Filing a Grievance Protesting Disciplinary Action

Appeal from a discharge, suspension or written warning notice must be taken within ten (10) calendar days of the employee's receipt of notice of same.

Section 5. Deadline for Taking Disciplinary Action

Within ten (10) calendar days of knowledge, the Employer must issue discipline or provide a notice of disciplinary investigation in the case of alleged harassment or other incidents requiring additional time for a proper investigation. Such investigation shall be conducted in a diligent fashion and shall be concluded within a reasonable time.

Section 6. 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 7. Video Cameras

The Union acknowledges the right of the Employer to install video cameras on the exterior and interior of Company buildings for security and other legitimate business purposes. The Employer may not use video cameras to discipline or discharge an employee for reasons other than theft 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 8. Use of Other Devices to Monitor Employee Work Activity

Employees are provided by the Employer with an increasingly sophisticated set of equipment 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 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, E-Talk and live monitoring.

Section 9. 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.

Section 10. Amnesty

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 32. MISCELLANEOUS

Section 1. @Home

The Company agrees to apply the @home agreement to full-time clerical Agents.

Section 2. 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 3. 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 33. 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 post-1988 seniority date employees red-circled for Tier 1 benefits]

APPENDIX "C" - LEAD AGENT DISPATCHER QUALIFICATION PROGRAM

When the situation arises that the company must use the qualification language for Lead Agent and Dispatcher 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 agent 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 agents 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 job function of Lead Agent/Dispatcher 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
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.