

TEAMSTERS LOCAL 483 CALL CENTER RIDER

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

ARTICLE 20. SCOPE OF AGREEMENT

Section 1. Scope and Approval of this Local Rider

This Agreement is entered into by and between DHL EXPRESS (USA), INC. (hereinafter the “Company”, “Employer” or “DHL”), the TEAMSTERS DHL NATIONAL NEGOTIATING COMMITTEE, representing Local Unions affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, and LOCAL UNION 483, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS (hereinafter “Union” or “Local 483”). 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 483 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 851 approving Local Riders for represented DHL Call Center Employees employed by DHL in Call Centers located within the jurisdiction of those Locals.

Once this Local Rider becomes effective, it (together with the National Agreement and CCOS) shall supersede, cancel and replace in its entirety the pre-existing collective bargaining agreement between DHL/Airborne Freight Corporation and Local Union 483 (Office Operations and Customer Service) as entered into on December 10, 2003 (local supplement) and the associated National Master Freight Agreement and the Western States Area Supplemental Agreements (for the period April 1, 2003 thru March 31, 2008), for the affected Call Center Employees represented by Local 483.

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

ARTICLE 21. RECOGNITION

Section 1. Employees Covered

This Local Rider covers all Call Center employees employed within the jurisdiction of Local 483 (presently only 5701 West Albatros, Boise, Idaho 83705).

The term “employee” or “employees” as used in this Local Rider shall mean Customer Service Representatives (CSR’s) employed at the Company’s Boise, Idaho Call Center.

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

ARTICLE 22. SCOPE AND ASSIGNMENT OF UNIT WORK

Section 1. Lead Assignment.

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

ARTICLE 23. SENIORITY, LAYOFF AND RECALL

Section 1. Seniority Definition

In the event two or more individuals have the same hire date, their seniority shall be determined based on the following three (3) factors:

Weight	Factor
25%	In Class Quizzes
50%	Initial Basic Skills Exam (BSE) Score
25%	An average of 4 calls of any type except for Pick Ups will be assessed by one (1) QBI Quality team member

In the event of a tie in scores, attendance will be the tie breaker.

Section 2. Probationary Period

New hires shall undergo a training period as determined by the Employer. For purposes of application of the probationary period set forth in the CCOS, the probationary period shall commence upon the completion of training or after seven (7) weeks, whichever occurs first, and the probationary period shall be thirty (30) calendar days (instead of 60 as provided in the CCOS), with the option for a 30-day extension as provided in the CCOS. As provided in the CCOS, days lost from work for any reason during the probationary period shall not be considered in computing such period.

Section 3. Employee Elections and Separation of Operations Office Clerical from Call Center

The Employer shall post a one time bid for all full time and regular part time Office Clerical and Call Center positions represented by Local 483, within thirty (30) days after ratification of this agreement in 2008. This one time only bid will distinguish between the Call Center and Office Clerical employees. All non-probationary employees, whether full- or part-time employees will be able to exercise their seniority in this bid. The bid shall be completed within three (3) business days (Monday through Friday, excluding any recognized holidays). During this process, employees shall, in seniority order, select either a call center or a operations office clerical position, and shall be governed by applicable Operational Supplement and Local Rider (Call Center or Office Clerical), and shall have no future right to select a position covered by the alternate Operational Supplement and shall be considered completely separate for all purposes, and there shall be no rights of assignment, bidding, transfer, bumping in the event of a layoff, recall or otherwise between the two groups. The Call Center and 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. The number of full time bid positions for the Call Center group will be based on a minimum of 80% of the active seniority list for the Call Center.

ARTICLE 24. HOURS OF WORK

Section 1. 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 2. Meal Period

Full-time employees shall receive a thirty minute unpaid lunch period, 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 more than six (6) hours on any single day, then they will be provided a thirty minute unpaid lunch period, which will be scheduled by management.

Section 3. Rest Period

All employees shall be entitled to a fifteen (15) minute break to be scheduled by the employee's supervisor for every four (4) full hours worked near the middle of each such four-hour block of time and which may not be attached to a meal period. If an employee volunteers or is required to work overtime beyond the end of their shift, and the overtime is expected to last more than two hours after the end of their shift, they will be provided a fifteen (15) minute break near the beginning of that overtime.

Section 4. Assignment of Overtime

Full-time and regular part-time employees shall be given two (2) hour advance notice if required to work beyond the end of their scheduled shift.

ARTICLE 25. GENERAL PROVISIONS

Section 1. Payroll Errors

Errors by the Employer resulting in overpayment of wages to the employee shall not be reimbursed by the employee unless requested by the Employer within forty-five (45) calendar days of the overpayment, subject to the grievance procedure. Verified payroll shortages of \$50 in net pay or more shall be paid within two (2) business day if requested by the employee by 11:00 a.m. local time. Failure to correct such a shortage within this time frame shall subject the Employer to liquidated damages of two (2) hour's straight pay for every business day of delay.

ARTICLE 26. VACATIONS

All part-time employees employed as of the Ratification Date of this Local Rider, and full-time employees, shall continue to be eligible for vacation pay in accordance with the terms of Article 50, "Vacations," of the 2003-2008 Western States Area Agreement.

ARTICLE 27. HOLIDAYS

All part-time employees employed as of the Ratification Date of this Local Rider, and full-time employees, shall continue to be eligible to receive holiday pay and benefits in accordance with the terms of Article 51, "Holidays," of the 2003-2008 Western States Area Agreement; provided, however, that all worked performed on the day after Thanksgiving and December 24 will be paid for eight (8) hours at the applicable hourly rate plus one and one-half (1 ½) times the applicable hourly rate. President's Day, Employee's Birthday, Employee's Anniversary Date shall be converted to Personal Holidays.

Part-time employees hired after the Ratification Date of this Local Rider shall receive paid holidays prorated based on the average number of hours worked in the two weeks before the holiday.

ARTICLE 28. SICK LEAVE

All part-time employees employed as of the Ratification Date of this Local Rider, and full-time employees shall continue to be eligible to receive sick leave pay and benefits in accordance with the terms of Article 38, of the 2003-2008 National Master Freight Agreement; provided, however, that the term of Section 1 of that Article shall be amended to provide for one (1) additional day of sick leave for a total of six (6) days.

ARTICLE 29. RETIREMENT PLANS

In accordance with the CCOS Operational Supplement, the Company will continue to participate in the current or similar 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]

ARTICLE 30. HEALTH AND WELFARE PLANS

In accordance with the CCOS, the Company will continue to participate in the current or similar 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]

ARTICLE 31. WAGES

Section 1. General Wage Increases Full-Time

Wage rates in effect will be increased as follows:

Effective dates	Hourly Increase
April 1, 2008	\$.35
October 1, 2008	\$.35
April 1, 2009	\$.40
April 1, 2010	\$.45
April 1, 2011	\$.40
October 1, 2011	\$.45
April 1, 2012	\$.45
October 1, 2012	\$.50

Section 2. General Wage Increases Part-Time (hired prior to April 1, 2008)

Wage rates in effect will be increased as follows:

Effective dates	Hourly Increase
April 1, 2008	\$.35
April 1, 2009	\$.20
April 1, 2010	\$.225
April 1, 2011	\$.425
April 1, 2012	\$.475

Section 3. Part-Timers Hired After April 1, 2008

If a new part-time employee is required by law or trust agreement/rules to have H&W and/or Pension benefits, the following applies:

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

If a new part-time employee is not required to have H&W or Pension benefits, the following applies:

Start Rate	\$12.00
12 mos	\$12.20
24 mos	\$12.425
36 mos	\$12.85
48 mos	\$13.325

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. 483 affiliated
with the International Brotherhood of Teamsters

BY _____

BY _____