

2008

CALL CENTER OPERATIONAL
SUPPLEMENT

(DHL-TENTATIVE AGREEMENT)



2 PERSON MEETING

Lido Beach Resort
Sarasota, Florida
March 12, 2008

This is a draft document. The parties reserve the right to correct inadvertent errors and omissions.

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CALL CENTER OPERATIONAL SUPPLEMENT

The following Articles apply to “call center” (CC) operations only. Article ___ and attachment ___ hereto sets forth such operations.

ARTICLE 1. STEWARDS

Section 1. Number

The employer recognizes the right of the Local Union to designate job stewards and alternates from the Employer’s seniority list. The authority of job stewards and alternates so designated by the Local Union shall be limited to, and shall not exceed, the following duties and activities as outlined below:

The Employer shall give at least one (1) job steward, during his regular working hours or if outside his regular working hours his/her designated alternate, an opportunity to participate in the Employer’s orientation of new employees, or the right to meet with new employees during their workday to inform them of the benefits of Union representation without loss of time or pay. The Employer shall have the sole right to schedule the time and place for such participation so as not to interfere with the Employer’s operation.

Section 2. Notification to Employer

The Union shall notify the Employer, in writing, of the selection and/or change of the designated and/or alternate stewards.

Section 3. Functions and Authority

The authority of the designated and alternate stewards designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances and the participation in the Grievance/Arbitration procedures, including Employer conducted investigatory interviews, as provided in Section ____ (Investigatory Interviews of Unit Employees by Management and Supervision) or Article ____ (Discipline and Discharge) and Article ____ (Grievance and Arbitration Procedure) of this Agreement;
2. The collection of dues when authorized by the appropriate Local Union official;
3. The transmission of such messages and information which shall originate with, and are authorized by the Local Union, or its officers, provided such messages and information:
 - (a) have been reduced to writing, or
 - (b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slow-downs, refusals to handle goods, or any other interference with the Employer’s business.

Comment [IBT1]: Insert relevant article and section #s.

The designated and alternate stewards are employees of DHL and have no managerial or supervisory authority.

The designated steward and alternate stewards have no authority to take strike action or any other action interrupting the Employer's business, except as authorized by official action of the Union which it communicates in advance to the Company. The Employer recognizes these limitations upon the authority of the designated steward and alternate stewards, and shall not hold the Union liable for any unauthorized acts. The Employer, in so recognizing such limitations upon the authority of the designated steward and alternate stewards, shall have the authority to impose proper discipline, including discharge, in the event the designated steward and/or alternate stewards has/have taken an unauthorized strike action, slow down, or work stoppage in violation of this Agreement.

Section 4. Release Time for Steward Duties

The job steward, or his/her designated alternate, shall be permitted reasonable time to investigate, present and process grievances on the company property without loss of time or pay during his/her regular working hours without interruption of the Employer's operation by calling group meetings; and where mutually agreed to by the Local Union and the Employer, off the property or other than during his/her regular schedule without loss of time or pay. Such time spent in handling grievances during the job steward's or his/her designated alternate's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the "job steward."

Section 5. Super Seniority Status

In Locals that have provided super seniority to stewards immediately prior to the effective date of this Agreement, such practices shall be continued.

ARTICLE 2. UNION ACCESS PROCEDURES

The Union will announce his/her arrival to the Facility Manager or his designee. The Union representative will conduct himself/herself so as not to interfere with the operations of facility.

ARTICLE 3. SCOPE AND ASSIGNMENT OF UNIT WORK

Section 1. Operations Covered

- A. The execution of this Agreement on the part of the Employer shall cover all customer service representatives employed in the Company's call center operations as may be presently or hereafter represented by the Union, provided that the coverage of this Agreement shall be limited to those operations of the Employer and classifications specifically set forth in Appendix to this

Comment [IBT2]: Insert relevant appendix #

Agreement, which may be updated from time to time during the term of this Agreement.

- B. Except as otherwise expressly provided in the National Agreement or this Operational Supplement, the bargaining unit work set forth in Paragraph A above, shall be performed exclusively by unit personnel and not by supervisors, management or any other non-unit personnel.

Section 2. Lead Assignment

- A. The Employer may, in its sole discretion, select a unit employee(s) to serve in a lead capacity, as hereinafter defined, in accordance with the operational needs of the business.
- B. The number of unit individuals selected to serve in a lead capacity, if any; the specific unit classifications and/or departments (in the event that the Employer determines to implement additional classifications and/or departments consistent with the terms of this Operational Supplement) in which such lead personnel may be selected to serve; and the selection process and criteria utilized in that regard, as well as the actual duration of the lead assignment (i.e., 1 or more days, weeks or months or combination thereof), shall be vested solely and exclusively with the Employer. Any and all disagreements between the parties with respect to the foregoing shall not be subject to Article __ Grievance and Arbitration Procedure) of this Agreement, and the Union may not take any action in connection therewith in violation of Article __ No Strike).
- C. Lead personnel, if any, shall serve at the behest of management in a non-supervisory capacity only. As such, they shall act under and pursuant to supervisory direction and written operational policies, and provide assistance to a supervisor in the routine preparation of reports, training and direction of fellow unit employees in the proper performance of their work duties, and other duties as assigned. Leads may not discipline employees under the provisions of Article __ Discipline) of the Agreement, and may not, under any circumstances, countermand an instruction or direction issued by management/supervision.
- D. In those Locals that had pre-existing agreements immediately prior to the effective date of this Agreement that provided for a certain number or ratio of leads and/or that provided for the selection of leads based on a combination of qualifications and seniority, such matters shall be addressed in the applicable Local Rider(s).

Comment [IBT3]: Insert relevant article and section #.

Comment [IBT4]: Insert relevant article.

ARTICLE 4. USE OF AND PERFORMANCE OF BARGAINING UNIT WORK BY PERSONNEL OTHER THAN FULL-TIME EMPLOYEES

Section 1. Supervisors

Supervisory personnel and/or other employees, personnel or entities not covered by this Operational Supplement shall not perform any work which is recognized as the work of employees covered by this Operational Supplement except for purposes of training and

unanticipated, abnormal fluctuations in call volume or emergencies. It is expressly understood and agreed, however, that the responsible direction of unit employees in the proper performance of their work duties is an inherent management prerogative and does not constitute unit work within the meaning and intent of this Operational Supplement. Accordingly, all unit employees covered by this Operational Supplement shall abide by and comply with all work directives and instructions responsibly issued by the Employer and its supervisory personnel.

Section 2. Part-time Employees

A regular part-time employee is an individual who is regularly scheduled to work a minimum of twenty (20) and up to a maximum of thirty-two (32) hours per the employee's seven (7) consecutive calendar day work period. A regular part-time employee shall receive at least two (2) scheduled consecutive days off.

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 and any applicable Local Rider.

Unless specifically stated otherwise in this Agreement and any applicable Local Rider, no fringe benefits (insurance, vacations, holidays, personal time, other paid time off, leaves of absence, etc.) apply to any part-time employees covered by this Agreement.

Section 3. Casual Employees

A. Definition

A casual employee is an individual who is included in the bargaining unit but who is not on the regular seniority list and who is not serving a probationary period. A casual may either be a replacement casual or a supplemental casual as hereinafter defined. Casuals shall not have seniority status nor any other rights under this Agreement other than those set forth in this Section .3. Casuals shall receive the hourly rate of pay negotiated in the applicable Local Rider and shall receive no fringe benefits of any kind.

B. Replacement Casuals

Replacement casuals are defined as employees who may only be utilized by the Employer to replace regular employees when such regular employees are absent due to illness, pending acceptance and return to work following notice of recall, vacations (provided that vacation replacement will first be offered to regular-part-time employees before being assigned to casuals) or other absence, except when an absence of a regular employee continues beyond three (3) consecutive months, a replacement casual shall not thereafter be used to fill such absence, unless the Employer and the Local Union mutually agree to the continued use of a replacement casual.

C. Supplemental Casuals

Supplemental casuals may be used to supplement the regular work force if all available regular employees are working or scheduled to work.

ARTICLE 5. MANAGEMENT RIGHTS

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

ARTICLE 6. SUBCONTRACTING

The Company shall continue to invest in technological advances that allow for enhancements to productivity as well as better enable the Employer to serve specialized customer demands. The ownership of calls or monitoring is not based on the origin of the call, the customer or the destination of the package. The Company shall continue to have the flexibility to manage call volumes globally.

ARTICLE 7. OPERATIONAL CHANGES

Whenever the Employer desires to close and/or relocate, in whole or in part, any facility covered by this Operational Supplement and such closing would result in the transfer of bargaining unit work to another facility, the Employer shall notify all affected local unions and negotiate over the effects of the transfer, including the wages, benefits, relative seniority and the conditions of the move. If the parties are unable to reach agreement within thirty (30) days, the matter shall be resolved through the process set forth in Section ____ (Advanced Level Filing) of Article ____ (Grievance and Arbitration) of this Agreement and will be resolved no later than ninety (90) days following the Company's notice of the move to the affected Local Unions. The National Grievance Panel shall have full authority to set all terms, conditions, and seniority of said movement of work. The movement of work will not be allowed until the National Grievance Panel has ruled on the case.

Comment [IBT5]: Insert relevant articles and section #s.

ARTICLE 8. SENIORITY, LAYOFF & RECALL

Section 1. Seniority Definition

Seniority is defined as the length of continuous service as a full-time or a part-time

employee, measured from the most recent date of hire or rehire.

Section 2. Posting of Seniority List

The Employer shall give the Local Union a seniority list at least every six (6) months or on reasonable request by the Local Union. The Employer shall also post a seniority list at least once every six (6) months and shall maintain a current seniority roster at each covered facility. Protest of any employee's seniority date or position on such list must be made in writing to the Employer within thirty (30) days after such seniority date or position first appears, and if no protests are timely made, the dates and positions posted shall be deemed correct. Any such protest which is timely made may be submitted to the grievance procedure.

Section 3. Employee Address and Phone Number

It shall be the responsibility of the employee to keep the Employer informed of the employee's current address and telephone number. An Employee shall notify the Employer within thirty (30) days, in writing, of any change of address or telephone number.

Section 4. Layoffs

Should it become necessary for the Employer to reduce its work force, layoffs shall be effectuated on the basis of seniority within the jurisdiction of the Local Union by location.

Section 5. Notification of Layoff

In the absence of emergency or other uncontrollable circumstances, the Employer shall provide notification of layoff to affected employees by the end of the shift prior to the layoff. A copy of such notice shall be provided to the Steward and sent via fax or email to the Union.

Section 6. Recall

When the force is again increased, the employees are to be returned to work in the reverse order in which they were laid off. In the event of a recall, the laid off employee shall be notified by certified mail with a copy to the Union and if the employee fails to comply, he/she shall lose all seniority rights under the Agreement and shall be considered a voluntary quit.

Section 7. Termination of Seniority

Seniority shall be broken by:

- (1) Discharge.
- (2) Voluntary quit, including retirement.
- (3) No work or lay off for more than eighteen (18) months.
- (4) Failure to respond to a notice of recall.
- (5) Unauthorized leave of absence.

- (6) Unauthorized failure to report to work for three (3) consecutive days when work is available.
- (7) Permanently transferring to a position with the Company outside of the Call Center bargaining unit for more than thirty (30) calendar days, except for inter-bargaining unit transfer (within the same Local Union) specifically authorized by the terms of a Local Rider where such practices pre-dated the ratification of this Agreement.

ARTICLE 9. HOURS OF WORK, WORK DAY, WORK WEEK, OVERTIME AND SCHEDULING

Section 1. Application of Article – Full Time

All full-time employees covered by this Operational Supplement as of the date of ratification of this Agreement will be red-circled by name, and will be guaranteed the opportunity for forty (40) hours per week for as long as they are working full-time and on the active seniority list.

The standard workweek shall be forty (40) hours per week, and the standard guaranteed workday shall be eight (8) hours per day for five consecutive days.

Section 2. Application of Article – Part-Time

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

The regular work week for part-time employees shall be guaranteed to consist of a minimum of twenty (20) 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 twenty (20) hour weekly minimum guarantee is satisfied and the employee receives at least two (2) consecutive days off within such time period.

Part-time employees may be assigned, as needed, to work in excess of the twenty (20) hour weekly minimum. Moreover, although the normal and customary daily work schedule for such employees shall be from three (3) to 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.

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 3. Overtime

Full-time employees who work hours in excess of their normally scheduled work day (typically eight (8) per day) shall be paid at the overtime rate listed at time and one-half (1-1/2). Additionally, full-time and part-time employees shall be paid at the overtime rate listed at time and one-half (1-1/2) for all hours actually worked in excess of forty (40) hours in the employee's seven consecutive calendar day work period.

There shall be no pyramiding of overtime or any other premium pay provisions in this Agreement.

Employees shall not be forced to work more than ten (10) hours on any shift on a recurring basis except in the case of unforeseen emergencies during peak periods.

Section 4. Meal Break and Rest Periods

All supplements and riders shall maintain the meal break and rest period practices contained in those labor agreements in effect prior to April 1, 2008 unless otherwise set forth in the current Supplement and/or Rider.

Section 5. Assignment of Overtime

Unless otherwise stated in a Local Rider, overtime assignments shall be offered on the basis of seniority at the work location involved in the event of scheduled, anticipated overtime, and shall be offered on the basis of seniority among employees present and available to perform unanticipated overtime work with no interruption in work hours. If no available employee accepts the overtime assignment, the Employer may assign the overtime in inverse order of seniority.

Section 6. Cancellation of Work During an Emergency

In the event that a call center cannot function on a given day due to fires, floods or other Acts of God, power outages, labor disturbances or any other disruption beyond the control of the Employer, then, on the first day of the disruption, the Company shall attempt to notify the employee two hours prior to the start of his shift and such notification shall cancel any applicable guarantee on that day. If a full-time employee's designated phone number is not called, and that employee does report to work, he shall be guaranteed four (4) hours per day and a part-time employee shall be guaranteed two (2) hours per day. Employees are required to keep current with their supervisor a designated phone number to use for this purpose, and the failure of the employee to so notify the company shall relieve the Company of any "reporting pay" under these circumstances. On day two of any disruption, and any subsequent day of the same disruption, the employee must call an Emergency Hotline which has been established by the Employer to determine whether the operation is open on that date. If an employee fails to call the Hotline, and reports to work, he/she shall not be entitled to any pay for that day if no work is available.

Section 7. Voluntary Time Off

When the Company is looking to reduce hours on a temporary basis due to operational

needs, 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 the employee for purposes of eligibility for holiday pay.

ARTICLE 10. JOB BIDDING AND FILLING OF VACANCIES

Section 1. General Bid

All shifts shall be posted for bid twice each year, with the new schedules to commence approximately with the beginning of a pay period that coincides with the change in daylight savings time (Spring and Fall), unless different intervals are established by Local Rider. The bid must be completed within four (4) weeks after posting. Moreover, the current General Bid may be changed or re-bid 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 the bid is not completed within the applicable time period, the Employer shall assign all such unbid shifts to the remaining employees who have not made a selection.

Section 2. Filling of Shift Vacancies

When a shift becomes available which the Employer elects to fill, and the next General Bid will not take effect within forty-five (45) days of when the shift becomes available, then such shift shall be subject to bid. The Employer may temporarily fill such vacated shift with a casual or part-time employee for fourteen (14) days pending the completion of the bid process. Any shift vacated by the successful bidder will, in turn, be filled in the same manner, if the Employer elects to fill it. The remaining shift opening created by such second move shall be filled by the Employer, if the Employer elects to fill it, with a part-time or casual employee until the next General Bid. The parties may address by Local Rider inter-bargaining unit transfer rights, if any, in connection with shift vacancies.

ARTICLE 11. ELIGIBILITY REQUIREMENTS FOR HOLIDAY PAY

In order to be entitled to holiday pay, an employee covered by this Operational Supplement must have completed his/her probationary period and must be a regular full-time. In addition, in order to be entitled to holiday pay, an employee must work his/her regularly scheduled work day immediately preceding the recognized holiday and/or his/her regularly scheduled work day immediately following the holiday, in addition to the holiday when scheduled as part of the duty shift, unless such absences are due to scheduled vacations or floating holidays, or absence due to illness or injury with a

doctor's written authorization or are otherwise expressly excused in writing by the Employer. The election of Voluntary Time Off as allowed by Section __.8 of this Operational Supplement shall be deemed an excused absence and will not count against an employee's eligibility for holiday pay.

ARTICLE 12. VACATION

All supplements and riders shall maintain the same amount of vacation days and the same administration of vacation provisions as contained in those labor agreements in effect prior to April 1, 2008 unless otherwise set forth in the current Supplement and/or Rider for those part-time employees on the seniority list prior to April 1, 2008 and for all full-time employees.

ARTICLE 13. SICK LEAVE

Section 1. Sick Leave Annual Benefit

All supplements and riders shall maintain the same amount of sick days contained in those labor agreements in effect prior to April 1, 2008 unless otherwise set forth in the current Supplement and/or Rider for those part-time employees on the seniority list prior to April 1, 2008 and for all full-time employees.

Sick leave not used by March 31 of any contract year will be paid on the next regular pay period following March 31 at the applicable hourly rate in existence on that date. Each day of sick leave will be paid for on the basis of eight (8) hours' straight-time pay at the applicable hourly rate. Existing practices concerning sick leave banks shall be maintained in areas where they exist unless otherwise specifically agreed with participating local.

Comment [IBT6]: This can go in the national. Haven't pushed it up yet. Would need to update PUD, OC as well.

Section 2. Sick Leave Utilization

Sick leave may be used by employees actively at work during absence caused by a non-work related injury or illness, for medical, dental or vision care appointments, or during the waiting period for a work-related injury or illness. In the case of medical, dental or vision care appointments, employees are required to notify their supervisor of such appointments at least 48 hours in advance, when possible, except in the case of emergency or last-minute appointments that open up for the employee. Sick leave may be used in any manner authorized by and consistent with federal and/or state law.

Section 3. Doctor's Certification/Medical Examinations

The Company may require verification of an employee's eligibility to use sick leave hours for any absence of three (3) consecutive duty days or more, and the employee may be required to bring a doctor's slip upon their return to work after such absences.

Section 4. Payment Upon Termination

All supplements and riders shall maintain the same practices regarding pay for unused sick days upon termination contained in those labor agreements in effect prior to April 1, 2008 unless otherwise set forth in the current Supplement and/or Rider.

ARTICLE 14. 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

Section 4. General Wage Scale Casuals

85% of existing full wage rate in effect for classification.

Section 5. Wage Application for Progressions

Comment [IBT7]: Need to add language.

Application of the above increases to existing agreements containing pay progressions shall be set forth in applicable Local Riders

ARTICLE 15. HEALTH AND WELFARE

With respect to this agreement and all supplements and riders, the Company shall remain in the same health plan(s) that they are currently in. The Company shall continue to participate in such plans and will execute all necessary participation agreements and other documents required by the plans.

- i) Employees in Taft-Hartley multi-employer plans shall remain in said plan and Employer shall pay an increase of one (1) dollar per hour for each year of the contract to be allocated between the Taft-Hartley health plans and pension plans as directed by the area supplemental co-chairs.
- ii) For employees in Company provided Health and Welfare plans upon ratification, the Employer agrees to continue all existing health care plans in effect for the part time employees on the seniority list before April 1, 2008, and full time employees at substantially comparable benefit levels on the same basis provided all other plan participants, and costs as they existed at march

31, 2008. As long as the annual benefit funding increases outlined in this Agreement are not exceeded, the Employer is required to maintain all levels of benefits on the same basis as provided all other plan participants, during the life of this agreement. If the additional cost of maintaining all levels of benefits exceeds the funding increase available in any year, the Employer and local union will meet and determine if benefit levels should be adjusted or employees will be required to participate in paying for the premium necessary to continue the existing level of benefits. Full-time employees with 40 compensable hours per month shall not have any out of pocket premium expense as long as the annual benefit funding increases outlined in this Agreement are not exceeded by the additional cost (if any) of such benefits. Eligible part-time employees with 80 compensable hours per month shall not have any out of pocket premium expense as long as the annual benefit funding increases outlined in this Agreement are not exceeded by the additional cost (if any) of such benefits. No employees will be required to pay additional premium costs during life of this agreement as long as the annual benefit funding increases outlined in this Agreement are not exceeded by the additional cost (if any) of such benefits. Supplements or riders with lower thresholds for qualifying purposes those thresholds will be maintained for the life of the agreement.

- iii) Part-time employees under the Call Center Operational Supplement hired after April 1, 2008 shall not be eligible for health benefits except with respect to those Local Unions where Benefit Trusts require or state law require contributions.

ARTICLE 16. PENSION

With respect to this agreement and all supplements and riders, the Company shall remain in the same pension plan(s) that they are currently in. The Company shall continue to participate in such plans and will execute all necessary participation agreements and other documents required by the plans.

- i) Employees in Taft-Hartley multi-employer plans shall remain in said plan and Employer shall pay an increase of one (1) dollar per hour for each year of the contract to be allocated between the Taft-Hartley health plans and pension plans as directed by the area supplemental co-chairs.
- ii) For employees in an employer provided pension/401k plan, the Employer is required to maintain all levels of contributions during the life of this agreement. Where the 401(k) plan is the retirement plan for the employee, the Employer shall make increased contributions in the amount equal to the lesser amount of the increases to any of the multi-employer pension plans in which the employer participates under this agreement during the term of this

Agreement, but in no event less than \$.35 per hour for each year of the contract.

- iii) Part-time employees under the Call Center Operational Supplement hired after April 1, 2008 shall not be eligible for pension contributions except with respect to those Local Unions where Benefit Trusts or state law require contributions. However, such part-time employees are eligible for participation in the Teamsters National 401(k) Plan.

ARTICLE 17. 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 __.8) = 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 point = 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 18. 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:

- (b) 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.
- (c) 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.
- (d) 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.
- (e) Engaging in any conduct in violation of the No-Strike provisions of the Collective Bargaining Agreement.
- (f) Willfully falsifying employment application, time cards, customer records or reports, doctor's slips or other Employer records.
- (g) Malicious tampering with the Company's or co-worker's property.
- (h) 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;

- (i) 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.

ARTICLE 19. GENERAL PROVISIONS

Section 1. Fitness Examinations

A. Examinations

Physical, mental or other examinations required by a government body or the Employer shall be promptly complied with by all employees. The Employer shall pay for all such examinations for all regular and probationary employees. The Employer shall make the necessary appointment with the medical examiner. The Employer shall not pay for any time spent in the case of applicants for jobs and shall be responsible to other employees only for time spent at the place of examination or examinations, where the time spent by the employee exceeds two (2) hours, and in that case, only for those hours in excess of said two (2). Examinations are to be taken as close the employee's call center as reasonably practicable and are not to exceed one (1) in any one (1) year unless the employee has suffered serious injury or illness during the year. Employees will not be required to take examinations during their work hours.

The Employer reserves the right to select its own medical examiner or doctor, and the Union may, if it believes an injustice has been done an employee, have said employee reexamined at the Union' expense.

In the event of disagreement between the doctor selected by the Employer and the doctor selected by the Union, the Employer and Union doctors shall together select a third (3rd) doctor within (7) days, whose opinion shall be final and binding on the Company, the Union, and the employee. The Company nor the Union nor the employee will attempt to circumvent the decision. The expense of the (3rd) doctor shall be equally divided between the Employer and the Union. Dispute concerning back pay shall be subject to the grievance procedure.

B. Identification Fees

Should the Employer find it necessary to require employees to carry or record full personal identification, such requirement shall be complied with by the

employees. The cost of such personal identification shall be borne by the Employer.

Section 2. Appearance and Grooming

IBT Button/Pin - a unit employee may wear up to one (1) authorized IBT pin no larger than a quarter.

The Company has the right to establish and maintain reasonable standards for wearing apparel and personal grooming.

Section 3. Employee Recognition, Incentive and Awards Programs

The Company has the right to modify or amend its employee recognition, incentive or rewards programs to meet the business needs and interests of the Company's Call Centers, provided that the Union is given advance notice and opportunity for consultation.