

2022 - 2024

CLERICAL AGREEMENT

between

LOCAL 295 Clerical

affiliated with the

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

and

AIR EXPRESS INTERNATIONAL, USA INC.

WITNESSETH

WHEREAS, the Union is the Collective Bargaining Agent on
behalf of the employees hereinafter described; and

WHEREAS, the Union and the Employer have negotiated for the purpose of
establishing terms and conditions of employment for employees covered by this
Agreement;

WHEREAS, it is the sense of this Agreement that employees
covered hereunder be afforded continued and full opportunity of employment
without interruption and in accordance with the standards of this Agreement.

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Agreement entered into between Air Express International USA INC.(AEI) hereinafter called the "Employer", and LOCAL UNION 295 AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter called the "UNION", TO GOVERN ALL HOURS ,WAGES AND WORKING CONDITIONS HEREIN SET FORTH, TO CONTINUE FROM January 1, 2022 and including December 31, 2024.

SECTION 1: **RECOGNITION**

(A) The Employer recognizes the Union as the sole collective bargaining agent for all the clerical employees who are employed by the Employer at the Employer's place or places of business within the jurisdiction of Local Union 295. The jurisdiction of the Union shall consist of, but not limited to, those areas as defined in Appendix "A" of this Agreement

(B) The term "Employee" or "Employees" as used in this Agreement shall include all Office Coordinators, Agents, customer service agents and clerks or any employee that is hired to perform any of the duties listed herein.

The Employer reserves the right to establish a classification of Customer Service Agent under this Agreement, in which case the shifts for that job will be bid separately from the Operations Agents. Current seniority practices will be unchanged for the purposes of bidding for these jobs as per Section 12 of the Local 295 Clerical Supplemental Agreement.

(C) Any dispute arising from the interpretation and/or application of this section shall be subject to the grievance procedure.

SECTION 2: **CLASSIFICATIONS**

This contract shall cover all employees performing the duties listed for each of the following classifications:

Clerks

The starting hourly rate of pay for this position effective with the signing of this Agreement shall be \$17.00 per hour. Following completion of the probationary period, hourly rate will be increased to \$18.00 per hour. Hourly rate increases and benefits will be in accordance with the local Supplemental Agreement currently in effect. Clerks under the Agreement will perform (but not necessarily limited to) the following duties:

Filing, faxing, scanning, copying, maintenance of files, distributing of mail and documents within the facility.

Under no circumstances may any of the clerks perform any of the remaining duties listed in Section 2 of the Agreement identified as duties within any other classification

Clerks overtime will be limited to two (2) hours on any given day at the beginning or end of a scheduled shift, overtime in excess of two (2) hours required to perform the duties listed above will be offered to Agents by Seniority, shift and department.

The number of Clerks will be limited to four (4)

When a position becomes available in another classification the senior most qualified Clerk will be given first consideration to fill the position prior to hiring a new employee.

(A) OFFICE COORDINATORS:

Office Coordinator shall perform (but not necessarily limited to) the following duties:

1. Coordinate the work of Union personnel assigned to his/her section, group, department or shift, under supervision.
2. Assist in training personnel assigned to his section, group, department or shift.
3. Be familiar with Company operations, Best Practice, Regulatory & Compliance procedures and manuals; will be competent to make independent decisions based on this knowledge.
4. The Company will have at least one (1) Office Coordinator for each of six (6) departments and one (1) on the night shift at the JFK facility;
5. When the most senior qualified agent assumes the responsibilities of the Office Coordinator, the agent shall be compensated an additional one dollar (\$1.00) per hour.
6. Agent Coordinators will do Agent work when Agent Coordinator work is not available at the Agent Coordinator rate. This will not preempt normal Agent Coordinator overtime. Additionally, Agent Coordinators can and should assist an Agent if no Agent Coordinator work is available.

(B) AGENTS:

Agents will perform (but not necessarily limited to) the following duties:

1. Receive and respond to telephone calls and telecommunications messages to and from customers, vendors agents and other Company offices regarding specific shipments, rates and shipment information.
2. Screen, route and prepare or process air waybills, surface waybills, manifests and related documentation.
3. Prepare and process documentation related to import and export shipments.
4. Prepare and process accounts payable and receivable.
5. Prepare and process claims and related records
6. Prepare and process all personnel, payroll, time and attendance records, except the payroll work at the JFK facility.
7. Send emails and other telecommunications
8. Pick up, Post, distribute and deliver Company mail, import and export documents
9. Process and distribute messages.
10. Maintain files
11. Operate switchboard telephone equipment or its equivalent.
12. Enter data into the computer to create computer shipment and manifest records, be responsible for accurate and complete entries including correction of errors rejected.
13. Bargaining unit members will also perform other work duties which are not exclusive to the bargaining unit, as assigned by management. Notwithstanding the foregoing. it is agreed and understood that management employees will perform the above mentioned duties if incidental to management duties.
14. Qualification for the position for Special Accounts, AMS and "Dangerous Goods" shall be posted with the bid list. Only employees who satisfy the qualifications for these positions, can bid for them.
15. Within 45 – 90 days prior to the posting of a master bid, the Company shall post a training sign-up list and will train a reasonable number of employees from those who request such training and who meet the general requirements for these positions. At the next bid and if then

qualified as a result of the training, trained employees can bid for those respective positions. The Company agrees over a reasonable period of time to provide such training to all employees who sign up for such training. Any employee who signs for and subsequently rejects the training will put in writing that they are rejecting the training.

(C) This section is not to prevent employees in other classifications from performing their normal work when that may include inquiring of, correcting and updating computer shipment and manifest records, provided the Employer does not simply apportion work among other classifications in order to eliminate an Agent on that shift.

(D) The Employer agrees that employees covered by this Agreement shall not perform duties assigned to vehicle men or platform men.

(E) 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.

(F) 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.

(G) The Union will permit temporary assignment of any company employee to the operations for training purposes.

(H) This section is intended to illustrate the primary duties of the position but is not meant to diminish current bargaining work.

(I) The Company and the Union acknowledge the methods of work due to technology, customer needs and overall market demands will evolve. The Company will make every effort to provide the necessary training to employees to enable them to meet these changes. However, if an employee is either unable or unwilling to adapt to new methods of work, the Station Manager and the Stewards will meet to discuss this issue. If the Station Manager and Stewards do not agree to a solution, a representative of the company's Labor Relations group shall meet with a full time official of the Local Union to discuss the issue and reach a mutually agreeable resolution.

SECTION 3: UNION SECURITY

Refer to Article 3 of the Master Agreement

SUPERVISORY PERSONNEL

1. Supervisory personnel or any employees not covered by this Agreement will not perform any work which is recognized as the work of the employees covered by this Agreement, except as incidental to their management duties.

2. The parties agree that nothing contained in the Agreement shall prevent managers from pulling files for their immediate, individual use.
3. The parties agree that nothing contained in the Agreement shall prevent managers from discussing work items with employees.
4. Supervisors shall have the right to record all arrivals and departures of employees from the workplace

SECTION 4: **CHECK-OFF**

Refer to Article 3 of the Master Agreement)

A. Union Dues

The Employer agrees to take union dues out of check on a weekly basis, however the Union realizes there may be reconciliation issues and arrearage issues as the dues are billed monthly and should employees not work or pay dues in any given week this could cause an arrearage.

SECTION 5: **WAGES:**

Refer to Attached Wage Schedule and to Article 30 of the Master Agreement

(A) Employees promoted to a higher classification shall be paid no less than the lowest amount currently paid to other employees in that classification.

- Employer agrees that any employee receiving a weekly rate in excess of the rate applicable under the above schedule shall suffer no reduction in pay by virtue of the adoption of this Agreement.
- The wage rate and job classification of employees covered by this Agreement shall be those set forth in the wage scale and by this reference made a part hereof. The work to be done by an employee in any job classification shall be determined by the duties listed in Section #2 of this Agreement
- Employees certified for checking hazardous materials and accepting the special bid to perform this function will receive a one dollar (\$1.00) per hour pay differential.
- For the term of the current Agreement, employees selected to be Cargo Wise Super Users will receive a two dollar (\$2.00) per hour pay differential.

SECTION 6: **HOURS**

(A) An employee's work week shall be guaranteed to consist of five (5) consecutive days, eight (8) hours each day, within the bidded seven (7) day period, including forty-five (45) minute meal period. Hours worked in excess of eight (8) and all work on a sixth day shall be paid at the overtime rate at time and one-half (1 & 1/2). All work performed on the seventh day shall be paid for at double time rate provided the sixth day was actually worked.

Providing bids for the 6th and 7th day are posted for 4 or 8 hour shifts, employees who successfully bid a sixth (6th) or seventh (7th) day shall be guaranteed a minimum of four (4) hours pay at time and one-half for the sixth day *worked* and double time for the seventh day *provided the sixth day was actually worked* unless otherwise provided. Any employees who work more than four (4) hours on the sixth (6th) or seventh (7th) day shall be guaranteed a minimum of eight (8) hours pay at the above premium rates. Any employee who bids for eight (8) hours of work on the sixth (6th) or seventh (7th) day *worked, provided the sixth day was actually worked* shall be guaranteed a minimum of eight (8) hours work at the premium rates

(B) All full time employees covered by this Agreement whose shift commences between 2:00 P.M. to and including 7:00 A.M. shall receive forty (0.40) cents per hour over the wage scale listed in Section 5 of this Agreement. The forty (0.40) cents shall be added to the wages scale in computing the employee's regular rate of pay for all purposes.

(C) Hours not worked for which holiday pay is received shall be counted as hours worked for the purpose of computing the number of hours in such work week after which the employee is entitled to overtime pay unless the holiday falls on the employee's scheduled day off.

(D) If any full time employee is authorized to work during his meal period, he will be compensated at the rate of time and one-half for that meal period. Employees shall be assigned a meal period of forty-five (45) minutes and the Employer will assign such meal period to begin not earlier than four (4) hours and not later than six (6) hours after employee's starting time.

(E) Any full time employee who has authorization to begin work prior to his scheduled starting time shall be paid time and one half the regular daily rate for the hours worked prior to his scheduled start and will be paid for a minimum of eight (8) hours work following his scheduled start,

(F) Part-Time Workforce;

The Employer shall be permitted to establish a part-time workforce, subject only to the following conditions:

1. Part-time employees shall constitute no more than ten percent (10%) of the total full time workforce rounded to the nearest zero. In the case of a .5 the number will be rounded up.
2. Part Time opportunities will be at JFK only.
3. The hiring rate for part-timers during this contract shall be \$17.00 per hour during the probationary period. After the successful completion of the 90-day probationary period the rate shall be increased to \$18.00 per hour.

4. Part-timers may work any day Sunday – Friday up to five (5) hours per day with a minimum guaranty of four (4) hours per day with a maximum of twenty-five (25) hours per week.
5. Part Time employees cannot work holidays unless the full time workforce has been exhausted.
6. Part time shifts shall not start earlier than noon and end no later than 0600.
7. No department will be staffed entirely by part time employees, unless mutually agreed otherwise. Part Timers will be limited to three (3) per department.
8. No part timer shall be scheduled back to back.
9. No part timer shall work a special account.
10. The Employer shall make no health and welfare contributions for part-timers. Part Time Employees shall not receive any other wages or benefits, under this Agreement, other than provided for in this section.
11. The Employer shall pay \$124.35 per week effective 9/1/2022 into the pension fund for part-time employees. This rate shall increase by \$4.39 each year of the contract. However, part-time employees who work 1,000 hours in any calendar year will have contributions made on their behalf at the full-time rate. In the interim of the Agreement, should the Trust determine that an increase in the rate is necessary; the parties will meet to discuss such. If such negotiations result in a revised schedule of benefits, the applicable Fund shall be obligated to accept the schedule as if it was the beginning of the term of a new labor agreement.
12. In the event vacancies on the full-time roster become available, existing part-timers shall be offered those positions in order of seniority, provided they are qualified. If no part-timer accepts the position, then the Employer may offer the opportunity to a casual or hire from the outside.
13. In the event a layoff of full time employees becomes necessary, the employer shall:
 - Offer available part time opportunities, by seniority to the full time employees who are to be laid off.
 - If a full time employee who is to be laid off accepts the part time work opportunity, the employee shall be paid his regular hourly rate of pay only for hours actually worked. The employee shall be eligible for participation and the employer shall make the required contributions to the health & welfare plans as well as the pension plan contained in this Agreement if the employee actually works the hours which meet the eligibility requirements of these Plans. .
 - Reduce the percentage of part timers from ten (10%) percent to five (5%) percent.

In the event the employer can not cover the available part time work opportunities after the foregoing has occurred the parties shall meet to review how the part time work opportunities are to be covered.

14. The Employer shall make training opportunities available to part time employees.
15. After working eighty (80) hours in a calendar year, a part-timer shall accrue one (1) hour of sick leave for every thirty (30) hours worked to a maximum of forty (40) hours per calendar year. Accrued but unused sick leave shall be paid out on the third pay period in January of the year following the accrual.
16. Part-timers shall work pursuant to a scheduled bid.
17. A single seniority list shall be used for all purposes except for layoff where the provisions of this section shall over ride.

SECTION 7: **VACATIONS**

(A) All employees hired prior to 12/31/96 covered by this Agreement shall be allowed vacations which are to be determined in accordance with the following schedule:

THREE (3) Weeks after one (1) year
FOUR (4) Weeks after twelve (12) years
FIVE (5) Weeks after twenty (20) years

All employees hired in after January 1, 1997 shall be allowed vacations which are to be determined in accordance with the following schedule:

TWO (2) Weeks after one (1) year
THREE (3) Weeks after five (5) years
FOUR (4) weeks after ten (10) years

In the first year of employment, employee receives one (1) vacation day per month, up to ten (10) days in the first year.

(B) Vacation bids will be posted March 1 for an April 1 effective date.

(C) The employer shall give preference to the senior employees. The Employer shall have the right to schedule the number of employees who shall receive vacations at a particular time. Vacations shall be scheduled on a year-round basis and bid according to seniority and classification

(D) The vacation period for the eligible employees shall consist of consecutive days, provided that in the case of employees entitled to three (3) or more weeks vacation. The Employer may split the vacation into separate one (1) 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 holidays covered by this Agreement occur during the vacation period of any employee, said employee shall have the choice of an extra day's vacation with pay or an additional day's pay for such holiday.

(G) Vacation pay shall be paid to the eligible employee before he/she starts vacation.

(H) The pay which an employee shall be entitled to received for his vacation shall be determined as follows: One (1) week vacation pay for an eligible employee shall be forty (40) hour's pay at the employee's current scheduled weekly rate, including premium shift and night shift differential pay.

(I) 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.

(J) 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.

(K) Except as otherwise provided herein, to qualify for a vacation, an employee must have been employed by the Employer for one (1) , five (5), ten (10) twelve (12) , twenty (20) or more years respectively prior to February 1 of the year in which the vacation is to be granted.

(L) All employees shall be paid for all vacation time due according to the schedule listed herein. There shall be no pro-rating of vacation time provided the employee has worked at least six (6) months into the qualifying period or is retiring or upon the death of an employee. 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.

EXAMPLE:

Except as provided for herein, an employee who has over twenty (20) years of service would be entitled to a total of five (5) weeks vacation pay from the past year, where applicable and would also receive five (5) weeks vacation pay for the year in which he terminated his employment for any reason.

(M) The goal of the vacation bid process is to enable employees to schedule and use their vacation time in a manner that provides all employees the opportunity to have vacation time in a timely manner as well as the Company to meet its service requirements. As such, employees who do not schedule and use their vacation time in the manner prescribed in this Agreement will forfeit the unused portion of their vacation entitlement for that year.

SECTION 8: HOLIDAYS

(A) HOLIDAY OBSERVANCE: All employees are granted the following Holidays under this Agreement:

NEW YEARS DAY, MARTIN LUTHER KING, JR. DAY GOOD FRIDAY OR YOM KIPPUR (employee's option), MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING, CHRISTMAS EVE DAY, CHRISTMAS DAY,

(B) FLOATING HOLIDAYS: Shall be granted to employees in accordance with the following schedule:

Company Hire Date Prior to 01/01/2000: 6 days

Company Hire Date after 01/01/2000:

1 Floating Holiday in the first year

2 Floating Holidays in the second year

3 Floating Holidays in the third year

4 Floating Holidays in fourth and subsequent years of employment

Floating Holiday schedules shall be posted for bid along with the annual posting of the vacation schedule. The goal of the Floating Holiday bid process is to enable employees to schedule and use their Floating Holidays in a manner that provides all employees the opportunity to use the Floating Holidays in a timely manner as well as the Company to meet its service requirements. As such, employees who do not schedule and use their Floating Holidays in the manner prescribed in this Agreement will forfeit the unused portion of their Floating Holiday entitlement for that year.

All employees may use one of their floaters as a "personal day" each vacation bid year. The employee must give the Employer at least twenty four (24) hours' notice of the desire to use a floater as a personal day and the Employer will grant the request on a first come first serve basis, however not more than one (1) per day.

(C) BIRTHDAY: Employees hired prior to 12/31/1998 shall receive their Birthday as a paid day off. Employees benefiting from this provision shall NOT work on their birthday.

If the employee's birthday falls on any of the above referenced holidays, then that employee shall have the option to celebrate his birthday on either the scheduled day before or after the listed holiday.

(D) Any employee covered by this Agreement working three (3) days or nights, in any work week, , (with the exception of Christmas week and Thanksgiving week which shall require working two (2) days or nights) during which any of the listed Holidays occur, one of which is either the SCHEDULED day before or day after the holiday but who does not elect to work on the Holiday, nonetheless

receives one (1) day's pay for the Holiday. This shall apply if the Holiday falls on Saturday or Sunday.

(E) 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 (8) hours work or pay in addition to the Holiday pay: NEW YEAR'S DAY; MARTIN LUTHER KING, JR. DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; and CHRISTMAS DAY.

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 (8) hours work or pay, in addition to the Holiday pay: GOOD FRIDAY or YOM KIPPUR; CHRISTMAS EVE DAY, and DAY AFTER THANKSGIVING.

(F) Employees who are scheduled 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 successfully bid to work on a sixth, seventh or Holiday evening and whose work ends on the following day shall be paid at the sixth, seventh or Holiday rate until he has completed his work.

(H) Hours worked on such sixth day 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 (8) hours work or pay.

(I) All hours worked on such seventh day 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 regular rate of pay shall be paid for at four (4) times the regular rate of pay with a minimum guarantee of eight (8) hours work or pay, provided the Holiday is not observed on Monday, in which case the Holiday pay would be paid for Monday's work.

SECTION 9: **SICK LEAVE**

(A) The Employer agrees to grant each employee hired prior to July 1, 1998 a total of eleven (11) days at his or her regular rate of pay including premium and night shift pay, in each calendar year (January 1 to December 31) off with pay for the purpose of compensation for "Sickness". The Employer may require verification of employee's eligibility of sick pay.

(B) 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 calendar year, or at the time the employee severs his employment for any reason. There shall be no

prorating of sick leave, provided the employee has worked at least six (6) months into the qualifying period or is retiring or upon the death of an employee.

(C) Employees hired after 7/1/98 will accrue sick leave at the rate of one (1) day per month up to seven (7) months and thereafter shall be eligible for seven (7) days to be paid within two (2) weeks after the end of the calendar year, except as otherwise provided Herein:

(1) Employees in the employ of the Employer shall be paid for unused sick leave within two (2) weeks after the end of the calendar 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 five (5) days sick leave.

SECTION 10: FUNERAL LEAVE

In case of a death in the employee's immediate family i .e. spouse, mother, father, sister, brother, children, mother-in-law, father-in-law, grandparents, the Employer shall grant such employee three (3) working days off with pay immediately following the date of death or upon final arrangements. Death Certificate or other such proof of death must be submitted to the Employer upon request Funeral leave is exclusive of Saturdays, Sundays, Vacations, and Holidays, when not regular work days.

SECTION 11: JURY DUTY

Refer to Article 36, Section 2 of the Master Agreement

SECTION 12: SENIORITY

(A) SENIORITY PRINCIPLE

1. Seniority shall prevail. Length of service with the Employer as of date hired as a Bargaining Unit Employee shall determine seniority.
2. The Employer recognizes the general principles that the senior employees shall have preference to choose their shift and the location, providing such employee is within the grade required for this shift or location and is qualified.
3. Bids for shift and location shall be determined by total time with the Employer as of date hired as a Bargaining Unit Employee. All other bids for overtime or holiday coverage, etc., will be determined by classification, department, shift and location, seniority being utilized as the determining factor within these units.
4. In all other areas the seniority principle will be recognized, unless otherwise specified in this Agreement.

5. Unless mutually agreed, all shifts shall be posted for general bid by January 10th with the new job bid will becoming effective the first full work week in February.

(B) SENIORITY RANK AND POSTING:

1. Within thirty (30) days after signing of this Agreement, the Employer shall post in a conspicuous place at the Employer's terminal, a list of employees arranged according to their job seniority. Claims for correction to such lists must be made to the Employer within ten (10) working days after posting and after such time the lists will be regarded as correct. Any controversy over the seniority standing of any employee on such lists if raised within such ten (10) day period shall be submitted to the Grievance Procedure as established by this Agreement.

2. New employees shall be placed on the regular seniority list, after the successful completion of a ninety (90) calendar day probationary period with seniority dating from date of hire as a Bargaining Unit Employee, as provided in Section 3 of this Agreement.

(C) LOSS OF SENIORITY:

1. Seniority shall be broken by: Discharge; Voluntary quit; or No work, for more than one year; Failure to respond to a notice of recall; Unauthorized leave of absence; Unauthorized failure to report to work for three (3) consecutive days when work is available; Voluntary leaving of the classification of work covered by this Agreement and remaining in the employ of the Employer in some other capacity. Absences for any reason for eighteen (18) consecutive months other than absence while on Military leave or Layoff (subject to the Master Agreement Article 5 Section 1).

2. Any employee who is absent because of proven illness or injury shall maintain his seniority. The employee may be asked to provide a doctor's statement establishing his illness.

(D) LEAVE OF ABSENCE:

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

(E) LEAVE OF ABSENCE FOR UNION ACTIVITIES

An employee elected or appointed to a full-time position shall maintain and accumulate their seniority with the Employer for three (3) years so long as the

employee maintains such a full-time position with the Union for that period of time. Such employee shall be granted re-employment at the end of such period with the same seniority as though the employee physically qualified to perform the duties which he/she previously performed for the Employer.

(F) STATUS AFTER LEAVE OF ABSENCE:

1. 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 5 (five) days thereafter, exercise displacement rights on any position during such absence. In the event employee's former position has been abolished or senior employee has exercised displacement rights over junior employee, if exercised within five (5) days, the employee so displaced may exercise displacement rights in the same manner.
2. 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.
3. Employees return from layoff for longer than thirty (30) days will be subject to satisfactory completion of drug testing, background and security threat assessment or as required by law.

(G) GUARANTEED WORK FORCE:

1. All employees who are in the employ of the Employer as of 9/1/94 will be guaranteed a position for the term of this Agreement. If it becomes necessary to reduce the work force, the last employee hired subsequent to the effective date of this Agreement, according to seniority, shall be laid off first, and when the force is again increased, the employees are to be returned to work in the reverse order in which there 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 shall lose all seniority rights under the Agreement and shall be considered a voluntary quit. In the event of a lay-off being effected under this Section, whether or not prior or subsequent to the effective date of this Agreement, during the period of such lay-off there shall be no overtime, sixth or seventh day work assignments or the utilization of all outside truckers, or subcontractors.
2. Employees hired on or after September 1, 1994, can be laid off by the Company without any of the restrictions under the Agreement, such as overtime, contracting out, etc., applying to the Company. Upon the completion of the bidding process for a vacancy that is posted at any of the facilities covered by this Agreement, any employee who is offered a transfer by the Company from one facility to another facility covered by this Agreement who then refuses the transfer shall be deemed to have resigned from his or her job with the Company. The workforce guarantee

shall be on a single guarantee that applies to all of the facilities covered by this Agreement.

(H) OPENING NEW BRANCHES:

1. When a new branch or terminal is opened at any location within the jurisdictional area covered by this Agreement, the Employer shall offer to all employees covered by this Agreement, the opportunity to transfer to the new branch or terminal in the order of their employment or payroll seniority. Any controversy regarding new job or job opening shall be settled on job level by the Union representatives.

2. The transferred employees shall, for a period of thirty (30) days following the transfer, have an unqualified right to return to their old terminal and carry with them their seniority at that old terminal.

SECTION 13: 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 Employee within seven (7) working days of the selection.

(B) In filling vacancies and making promotions, Union and Employer recognize that personality, compatibility and the like are important factors which must be considered by the Employer in making the selection. Accordingly, it is agreed that bona fide conclusions of Employer on these factors are to be given serious and earnest consideration in the event of grievance.

(C) 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.

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

SECTION 14: NEW POSITIONS - VACANCIES

(A) All new positions or permanent vacancies will be promptly bulletined at places accessible to all employees covered by this Agreement. Bulletins will show classification, assigned hours, location and days to be worked. Employees desiring such positions will file their applications with the designated management official within five (5) working days from date of posting. Bids will only be received from employees in equal or lower classifications. The assignment will be made within a period of twenty (20) calendar days. Two subsequent vacancies resulting from the initial posting will be posted. Following the third posting any existing vacancy will not be available for bid until the next general bid

(B) In filling vacancies and making promotions, Union and Employer recognize that personality, compatibility and the like are important factors which must be considered by the Employer in making selection. Accordingly, it is agreed that Bona fide conclusions of Employer on these factors are to be given serious and earnest consideration in the event of grievance.

(C) Each bid assignment after the general bid will be followed by a waiting period of one hundred and twenty (120) days before that employee may bid again, except that this limitation will not prevent his bidding for a new position or premium shift.

SECTION 15: JOB SECURITY

Refer also to the relevant sections under Articles 2, 5 and 6 of the Master Agreement

(A) In the event the company desires to consolidate or automate any work presently performed by employees covered by this Agreement, the Union will be notified at least thirty (30) days in advance thereof, and full and complete discussion will be had concerning the automated or consolidated operation, the utilization of personnel, the assignment of personnel in eliminated classifications to the consolidated or automated jobs, and all necessary discussion relating to such changes in operation.

(B) Should work presently covered by this Agreement be eliminated as a result of consolidation or automation, the affected employees covered by this agreement will be retrained and reassigned to such new work or to other work in the station, in accordance with seniority. The Employer has no intention of replacing higher paid employees with those of a lower pay grade.

(C) In the event of the introduction of new equipment and the work to be performed with such equipment does not come within the classifications covered by this Agreement, the parties will meet and review the type of work to be performed involving such equipment, and will establish the proper rate of pay. Such rate of pay to be effective as of the time that such equipment is utilized in the day-to-day operations of the Employer.

(D) SUBCONTRACTING

Refer to Article 31 of the Master Agreement

SECTION 16: ARMED FORCES

Refer to Article 15 of the Master Agreement

(A) Returning servicemen, who would be entitled to receive a vacation under the applicable law by virtue of this Agreement shall receive a vacation, or pay in lieu thereof as set forth above. The number of days after his return, but prior to his anniversary date of the year in which the vacation is to be granted, which a

serviceman may have missed from work and still qualify for the vacation, shall be apportioned to the time since his return to work. For example: if a serviceman has returned to work six (6) months prior to his anniversary date of the year in which the vacation is to be granted, he shall not have missed work more than the twenty-five (25) days on which work was available to him. If he returned three (3) months prior to his anniversary date of the year in which the vacation is to be granted, he shall not have missed more than twelve (12) days on which work was made available. If a fraction results in any computation of the percentage, the next lower number of days shall be considered.

SECTION 17: MEDICAL LEAVE OF ABSENCE

Refer to Article 36, Section 3 of the Master Agreement

PROVIDE REASONABLE TIME FOR EMPLOYEES WHO HAVE CHILDCARE ISSUES OR EMERGENCIES WITHOUT PENALTY OCCURRENCE.

An employee with a family emergency may be excused for being tardy (either at the beginning of the shift or the end) for up to two (2) hours no more than six (6) times per contract year. The employee must provide his/her supervisor as much notice as possible and must submit proof of the emergency, if requested. These absences are unpaid. After such accommodation, the "leave early" occurrences shall apply.

SECTION 18: STEWARDS

Refer to Article 4 of the Master Agreement

(A) APPOINTMENT AND DUTIES

The employer recognizes the right of the Union to designate Job Stewards and Alternates from the Employer's seniority list.

The authority of Job Stewards and Alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities :

1. The investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining 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 if not reduced to writing, are of a routine nature and do not involve work stoppages, slow-downs, refusal to handle goods, or any other interference with the Employer's business.

4. Will remain on the premises for his entire shift.
5. Performing of duties on behalf of the Union away from the Employer's premises shall only be paid if the Steward's performance:
 - a. Is outlined in the duties set forth in Section 18 of this Agreement;
 - b. Is Shop Steward training not to exceed eight (8) hours per quarter;
 - c. Such duties exclusively concern the Employer.
 - d. The Employer is given advance notice
6. The Shop Steward shall have reasonable access to all areas, including supervisors areas but excluding executive offices, for the purpose of monitoring compliance to this Agreement, for the life of this Agreement.

Job stewards and Alternates 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.

The Employer recognizes these limitations upon the authority of Job Stewards and their Alternates, and shall not hold the Union and/or its officers or agents liable for any unauthorized acts. The Union reserves the right to remove the Shop Steward at any time, for the good of the Union. The Shop Steward shall be granted super-seniority for layoff and recall. Any additional application of super-seniority for Shop stewards must be justified as being directly related to the proper performance of the Steward's duties as Steward and permitted by applicable law. He shall be the last employee to be laid off and, under no circumstances shall be discriminated against by the Employer.

SECTION 19: LABOR PRACTICE

(A) The Employer shall not enter into any other written or oral agreement with any employee or group of employees covered by this Agreement, which in any way violates the wages, hours, or working conditions of this Agreement.

(B) The Local Union shall have the right to seek recovery from the Employer in its own name and on behalf of the employee for the amount of wages or other benefits which any member may waive or assign to the Employer.

(C) The Union, as well as the members thereof, agree at all times, as fully as it may be within their power, to further the interests of the industry and the Employer and to cooperate with the Employer to the best of its ability to eliminate unfair trade practices and labor abuses detrimental to the industry.

(C) Time Clocks: Refer to Article 26, Section 1 of the Master Agreement

The employer, regardless of number of employees employed, must provide a time clock. Employees shall not be required to punch in or out at any other time during their workday other than the employee alone punching in at the beginning of their shift and punching out when their shift ends, the employer representative

and the shop steward will, on a monthly basis, critique the accuracy of the time clock.

(E) When checks are issued in payment of wages, such checks shall have appended memoranda, for detachment and retention by the payee, separately showing regular and overtime earnings and showing deductions for social security, state and federal income tax withholdings, and any miscellaneous deductions.

(F) The Employer agrees to deduct any voluntary contributions made by the Employee to the IBT DRIVE Program.

(G) In the event that wages are paid in cash, memoranda also indicating separate regular and overtime earnings and the above deductions shall be given the employee at the same time he receives his cash wages. Employees paid in cash shall be paid anytime on usual payday.

(H) Payroll records of Employer shall reflect accurately and fully normal and overtime hours worked and wages paid, as well as vacations earned and given, and holidays worked or not worked.

(I) Business Agents and representatives of the Union shall be granted access to wage, personnel and time records of employees covered by this Agreement.

(J) Any employee required to appear in court or arbitration proceeding at the request of the Employer or Union or at the summons of any governmental agency, shall be paid in full for such time by the Employer. No payment shall be less than a full day's pay but the employee shall be available for work if the proceeding does not extend the full day.

(K) When an employee is required to appear in court for the purpose of testifying because of an accident he may have been involved in on company business, such employee shall be reimbursed in full for all time lost unless the employee is proven to have been under the influence of intoxicating liquors or narcotics.

(L) Communications and/or letters relative to an employee's personnel file shall be removed after twelve (12) months from issue date and once removed will not be considered a part of his permanent employment record nor may be used in any proceeding.

(M) Authorized representatives of the Union shall be permitted access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to. The Employer agrees to the posting within business premises of notice of Union meetings by the Local Union.

SECTION 20: HEALTH & WELFARE

(A) The employer agrees that the Trust Agreement under which the Local 295 I.B.T. Employer Group Welfare Fund (the "Welfare Fund") was established and is maintained (the "Trust") shall be deemed to be as though fully set forth herein and the terms thereof shall be deemed binding upon it as a signatory to the Trust. The current contribution rate to the Welfare Fund is \$617.50 per week for each week in which the employee appears on the employer's payroll. Effective September 1, 2022, the Employer's contribution rates for the Welfare Fund and the Local 295 I.B.T. Employer Group Pension Fund (the "Pension Fund") shall be increased in a combined amount of \$1.25 per hour pursuant to Article 37 of the Teamsters and Air Express International, U.S.A. Inc. (AEI) Master Agreement (the "Master Agreement"). This additional \$1.25 per hour, and any additional monies subsequently provided for pursuant to any amendment or change to the Master Agreement shall be allocated between the Welfare Fund and the Pension Fund in such amounts or proportions as are determined by the Union prior to September 1, 2022. In allocating this \$1.25 (and any additional monies provided for under the Master Agreement), the Union shall allocate to the Pension Fund an amount sufficient to meet or exceed the amount of any contribution increase required of the employer under the Pension Fund's rehabilitation plan, if that plan is in effect. Contributions due for a particular month shall be made to the Fund on or before the tenth (10th) day of the following month.

Effective September 1, 2023, the Employer's contribution rates for the Welfare Fund and the Pension Fund shall be increased in a combined amount of \$1.00 per hour pursuant to the Master Agreement. This additional \$1.00 per hour, and any additional monies subsequently provided for pursuant to any amendment or change to the Master Agreement, shall be allocated between the Welfare Fund and the Pension Fund in such amounts or proportions as are determined by the Union prior to September 1, 2023. However, the portion of the increase allocated to the Pension Fund for any year in which the Pension Fund's rehabilitation plan is in effect must be in an amount sufficient to meet or exceed the amount of any contribution increase required of the Employer under the rehabilitation plan.

Effective September 1, 2024, the Employer's contribution rates for the Welfare Fund and the Pension Fund shall again be increased in a combined amount of \$1.00 per hour pursuant to the Master Agreement. Such \$1.00 per hour increase and any additional monies subsequently provided for pursuant to any amendment or change to the Master Agreement, shall be allocated between the Welfare and Pension Funds in such amounts or proportions as are determined by the Union on or before September 1, 2024. However, the portion of the increase allocated to the Pension Fund for any year in which the Pension Fund's rehabilitation plan is in effect must be in an amount sufficient to meet or exceed the amount of any contribution increase required of the Employer under the rehabilitation plan.

(B) The Employer assumes full responsibility for coverage for all employees and in the event of any loss sustained by the employee or his family resulting from the negligence or failure of the Employer to make regular and timely contributions to the Fund, the Employer shall personally be liable for any such

loss. The Employer further agrees to provide statutory disability benefits for the employees covered by this Agreement at no cost to the employees covered by this Agreement.

(C) The parties hereby confirm and approve the composition and membership of the Board of Trustees of the Health & Welfare Fund as now and hereafter constituted.

(D) A duly authorized agent or representative of the Employer is to acknowledge the accuracy and to verify the contributions by affixing his signature in the space designated on the contribution form submitted by the Fund.

(D) Employer agrees to make all increases in health welfare and pension contribution rates as provided by the trustees of the funds.

SECTION 21: **PENSIONS**

(A) The Employer agrees that the Trust Agreement under which the Pension Fund was established and is maintained (the "Trust") shall be deemed to be as though fully set forth herein and the terms thereof shall be deemed binding upon it as a signatory to the Trust. The Employer agrees that upon execution of this Agreement it will be deemed a signatory to the Agreement of Trust made and establishing the Pension Fund. The current contribution rate to the Pension Fund is \$273.50 per week for each week in which the employee appears on the employer's payroll. Effective September 1, 2022, the Employer's contribution rates for the Welfare Fund and the Pension Fund shall be increased in a combined amount of \$1.25 per hour pursuant to Article 37 of the Teamsters and Air Express International, U.S.A. Inc. (AEI) Master Agreement. This additional \$1.25 per hour, and any additional monies subsequently provided for pursuant to any amendment or change to the Master Agreement, shall be allocated between the Welfare Fund and the Pension Fund in such amounts or proportions as are determined by the Union prior to September 1, 2022. In allocating such contribution increases, the Union shall allocate to the Pension Fund an amount sufficient to meet or exceed the amount of any contribution increase required of the employer under the Pension Fund's rehabilitation plan, if such plan is then in effect. Contributions due for a particular month shall be made to the Fund on or before the tenth (10th) day of the following month.

The Employer is required to pay to the Pension Fund all contribution rate increases provided under the Pension Fund's Rehabilitation Plan. For the second and third years of this Agreement, effective September 1 of each such year, the Employer's contribution rates for the Welfare Fund and the Pension Fund shall be increased in a combined amount of \$1.00 per hour, or such other amount as is provided for under an amendment or change to the Master Agreement. Such increases shall be allocated between the Welfare and Pension Funds by the Union such that the amount allocated to the Pension Fund is sufficient to meet or exceed the amount of any contribution increase required of the Employer under the rehabilitation plan.

(B) The Employer assumes full responsibility for coverage for all employees and in the event of any loss sustained by the employee or his family resulting from the negligence or failure of the Employer to make regular and timely contributions to the Fund, the Employer shall be personally liable for any such loss.

(C) The parties hereby confirm and approve the composition and membership of the Board of Trustees of the Pension Fund as now and hereafter constituted.

(D) A duly authorized agent or representative of the Employer is to acknowledge the accuracy and to verify the contributions by affixing his signature in the space designated on the contribution form submitted by the Fund.

(E) The Employer shall allow all Employees access to the IBT 401K program at no cost to the Employer to become effective according to the program regulations.

SECTION 22: FRINGE BENEFIT COLLECTIONS

SUBJECT TO THE OVER RIDING CODITIONS IN ARTICLE 7, SECTION 12 of the MASTER AGREEMENT;

(A) In the event the Employer defaults in payment of Pension and/or Welfare contributions as per Sections 20 and 21 of this Agreement, and notice of such default is served upon the Employer via certified mail by the administrator and/or the Trustees of the respective Funds, and copies are sent to the Union; Pension and Welfare Fund Trustees; and if said default is not paid within five (5) days after said notice of default, then the provisions for Section 24 shall be deemed canceled, withdrawn and waived by the Employer and the Union may thereupon order and enforce a strike against the Employer in default, which shall not be considered a breach of this Agreement. The Fund Administrator, or the Trustees of each respective fund shall have the right to inspect all books, records, papers and reports of the Employer, and to interview all employees of the Employer, as they, in their sole discretion deem necessary to permit the administrator and/or the Trustees of the Funds to determine whether the Employer is making full payments to the Funds of the amounts required by this Agreement. A determination on such audit and inspection to the effect that the Employer has failed to remit his required contribution shall be deemed a default within the meaning of this Section.

In the event the Employer has within the previous twelve (12) month period been the recipient of a five (5) day notice of default as provided herein any further default by said Employer shall be considered a breach of this Agreement and the Union, without notice to the Employer, may take such action as it deems necessary in accordance with the provisions of this paragraph.

(B) The Employer shall retain for a minimum period of six (6) years payroll and related records necessary for a proper audit in order that a duly designated representative of the Trustees may make periodic review to confirm that contributions owed pursuant to

this Agreement are paid in full, for the preceding six year period. Nothing herein shall mean that the Funds relinquish their right to commence legal proceedings to compel an examination of the Employer's books and records for Audit. Necessary records shall include but not be limited to:

- New York State Unemployment Insurance Tax Returns
- Individual Employee Payroll Records
- Weekly Payroll Books
- Employee W-2 Forms
- Copies of Payroll Reports on all Funds
- Copies of Canceled Checks to all Funds

When Auditors are sent to audit the books of any Employer and a definite appointment is scheduled, if the Auditor or Auditors cannot start at the appointed time and must return, because of the fault of the Employer/or when necessary records are not furnished, then the said Employer shall be penalized and pay the sum charged by the Auditors, to cover the expense of the Auditor or Auditors for that appointment.

It shall be a violation of this Agreement for any Employer bound by this Agreement to fail to furnish proper records when requested, for the purpose of completing an audit.

(C) In the event the Employer does not make the payments of fringe benefits within five (5) days of notice of default, it is agreed that the employer may be liable for the following damages: interest on the unpaid contributions at the prime rate charged by Banker's Trust together with attorneys fees, cost of any suit and any audit required if applicable.

The employer acknowledges and understands that the above damages are cumulative and are required to protect the financial integrity of the fringe benefit funds.

SECTION 23: **PROTECTION OF RIGHTS**

Refer to Article 9 of the Master Agreement

(A) No employee covered by this Agreement can be subjected to a polygraph test.

SECTION 24: **STRIKES & LOCKOUTS - GRIEVANCE & ARBITRATION**

Refer to Article 7 of the Master Agreement

(A) The Union and the Employer agree that there shall be no strike, lock-out, tie-up, work stoppage, or legal proceedings without first using all possible means of a settlement, as provided for in this Agreement, if any controversy should arise.

(B) The Parties, recognize just cause in a dismissal case shall include but not be limited to, the following conduct:

1. Drunkenness, Drinking during working hours (including lunch time), or being under the influence of liquor or drugs during working hours (including lunch time); Testing positive to a drug and/or alcohol test reasonably requested pursuant to the provisions of Article 35 of the AEI Master Agreement.

2. Theft or dishonesty;

3. Assault on any other person (employee, customer, supplier or visitor) on Company's premises or during work hours or, if off hours/premises which have a direct nexus to work;

4. Carrying unauthorized passengers in Employer's vehicles;

5. Significant acts of inappropriate conduct, or illegal conduct, on Company's premises or during work hours or, if off hours/premises which have a direct nexus to work, including and without limitation, participating in illegal import/export operations or smuggling; operating a company motor vehicle on company business while not possessing a valid drivers license; gambling, possessing, sale, use or distributing unlawful drugs or narcotics, firearms or illegal weapons or explosives during work hours (including lunch time, Break periods and overtime) or at anytime on the Employer's premises.

6. Gross insubordination (i.e. intentional refusal or failure to follow reasonable and clear work directives)

7. Willfully falsifying employment application, time cards or other Employer records for the employee's personal benefit or gain.

8. Willful destruction of Company property or other property located on the Employers premises.

(C) In the event an employee is terminated for reason other than section B above or attendance, the employee facing termination shall be entitled to remain on the payroll until the matter has been resolved through the grievance procedure or for a period of sixty (60) calendar days following issuance of the termination letter, whichever occurs first. The failure to file a timely grievance with respect to the termination shall not obligate the Employer to continue such employee on the payroll.

(D) When an employee refuses a direct work order by a supervisor not in violation of the law or this contract, he/she will be given a ten (10) minute cooling off period to reconsider his/her refusal (such as calling a job steward or Business Agent) and informed that continued failure to perform the work will result in termination (witnessed by a job steward, bargaining unit employee or another member of management). If the employee accepts the assignment within the ten (10) minute cooling off period, a written disciplinary warning will be issued indicating a recurrence will result in termination.

SECTION 25: FEDERAL & STATE LAWS

Refer to Articles 14 and 16 of the Master Agreement

SECTION 26: TRANSFER OF COMPANY TITLE OR INTEREST

(A) Refer to Article 1, Section 3 of the Master Agreement

(B) In the event the Employer changes his operations within the jurisdiction of the Union, the present employees and present contract shall prevail at the terminal (s) or location(s) and the displaced employees or the employees affected shall have a right in keeping with their seniority to move to the new terminal(s) or location(s) with a 11 seniority rights. In the event the Employer moves outside the jurisdiction of the Union and has no existing terminal (s) or branch(es), he shall first offer employment to present employees who are affected or will be affected at the new terminal(s) or branch(s). In the event the Employer operates more than one terminal or branch and closes an existing terminal or branch and thereby increases the number of employees in the remaining terminal s) or branch(s) , the employees affected by the closing of the terminal(s) or branch(s) shall have full seniority rights, wages and hours presently enjoyed in the area previously serviced.

(C) When two or more Employers merge their operations within the jurisdictional area of the Union, and then the employees of the respective Employers shall all be placed on one seniority roster in the order of the earliest date of hire of each of the employees with their respective Employer.

(D) When one Employer acquires or purchases control of the business of another Employer within the jurisdictional area of the Union, then the employees of the Employer so acquired or purchased shall be placed at the bottom of the acquiring or purchasing Employer's seniority roster in the order of their payroll, or Employer seniority with former Employer.

SECTION 27: MAINTENANCE OF STANDARDS

Refer to Article 6, Section 1 of the Master Agreement

SECTION 28: COMPANY RULES

The Company shall have the right to make reasonable work rules, and will notify the Union within thirty (30) working days for discussion prior to implementation.

SECTION 29: SAVINGS CLAUSE

Refer to Article 3, Section 1 of the Master Agreement

SECTION 30: NON-DISCRIMINATION

Refer to Article 35 of the Master Agreement

SECTION 31: LONG TERM DISABILITY/SHORT TERM DISABILITY INSURANCE

The premiums for the Long Term Disability/Short Term Disability Insurance will be paid by the Employee. The Parties agree that the Employer will deduct said premiums and remit same to the Local /295 Disability Insurance Plan.

SECTION 32: REWARDS AND RECOGNITION PROGRAMS:

Company reserves the right to establish Employee Recognition & Reward Plans, with potential monetary or like kind rewards for the purpose of rewarding employees who exceed expectations. Establishment and/or dissolution of any such plan is at the Company's sole discretion.

SECTION 33: DURATION CLAUSE

This Agreement shall constitute the full and binding agreement of the parties and shall be in full force and effect from January 1, 2022 to December 31, 2024.

IN WITNESS WHEREOF, THE PARTIES HERETO have hereunto set their hands and seals this _____, to be effective as of

FOR THE EMPLOYER

John Ryan

Title LCR Relations

Date April 25, 2022

FOR THE UNION

Lon Cal

Title PRESIDENT

Date 4/19/22

SCHEDULE "A"

Teamsters Local 295 and AEI January 1, 2022- December 31, 2024

WAGES

January 1, 2022...\$1.25

January 1, 2023...\$1.00

January 1, 2024...\$0.75

COLA (Article 32 of Master)

Actual ten (10) year progression from time of employment:

Year 1-55% of top scale
Year 2-60% of top scale
Year 3-65% of top scale
Year 4-70% of top scale
Year 5-75% of top scale
Year 6-80% of top scale
Year 7-85% of top scale
Year 8-90% of top scale
Year 9-95% of top scale
Year 10-100%

Current employees will receive a progression adjustment based on their years of employment. If an employee has eight (8) years with the Employer, they reach top scale at year ten (10), if an employee has eleven (11) years with the Employer; they reach top scale upon ratification. Wages and benefits are based on original date of hire with the Company.

Subsequent increases will occur on January 1, 2022 and each January 1, thereafter for the life of this Agreement.

Wage progressions are based on years of service. Subsequent wage progressions will occur January 1, 2022 and each January 1 thereafter for the life of this agreement.

Night shift differential (Shift starts between 1400 & 0700) - \$.040/hr.

APPENDIX A

Purpose:

This Appendix modifies certain provisions of the Collective Bargaining Agreement as would apply to employees hired after March 16, 2018.

Wages:

For the term of this Agreement, the following wage progression will apply.

Office	
Start	\$22.20
Year 1	\$23.20
Year 2	\$24.20
Year 3	\$25.20
Year 4	\$26.20

Negotiated wage increases will not be applicable to the foregoing hourly wage progression. An employee at the Year 4 rate prior to the effective date of the scheduled negotiated increase will be eligible for the negotiated wage increase in the Master Agreement.

New hires may be placed on the wage schedule at a higher step than the entry rate, if the Company determines a new hire possesses job experience or relevant Cargo Wise experience to warrant placement at a higher step. Any such advance placement of new hires shall be explained to the Union based on objective criteria. Once initially placed at a step over the hire rate, the employee shall progress to higher steps in the time increments indicated on the schedule above (for example, if the new hire is initially placed at Step 2, they would progress to Step 3 after 12 months, then to Step 4 a year later, and so on). The Union reserves the right to grieve such an advance placement based on an arbitrary and capricious standard of review. In the event the Union prevails in such a grievance, the newly hired employee's wage rate shall be adjusted downward prospectively only.

Letter of Agreement (LOA)
Between
Air Express International, USA Inc. ("the Company")
And
Teamsters Local 295 Clerical ("the Union")

Purpose

The Company has established an operation to process in bound and out bound air freight for the Newark Liberty International Airport (EWR). This LOA sets out the manner certain provisions of the current CBA between the Company and the Union shall be administered. Consistent with the Collective Bargaining Agreement, management will not perform bargaining at the NJ location.

Key Points

Job Bids: The Company shall determine the number of Agents required for the NJ location. The start / finish times, the days of work as well as any specific qualifications will be established based on the provisions contained in the CBA.

Job bids for the NJ location will contain the following:

1. Days of work.
2. Start and finish times.
3. Work location. It is understood that due to volume fluctuations, there may be days when there will not be a full day of work at the NJ location. On these days the employee will report to the Company's JFK station for his full shift.

In the first twelve months of operation:

- Each quarter, the Company may adjust the days of work as well as the start and finish times for the NJ location by up to two (2) hours. A JFK employee who is awarded a bid or is assigned a bid based on seniority at the NJ location agrees to stay on this bid until the next general bid as referenced in the CBA.

In addition to the job bids for the NJ location referenced above, the Company shall post job bids for employees who will have the JFK station as their primary place of work but agree to work at the NJ location as required e.g. cover for paid and unpaid time-off, volume changes, service requirements as part of their job bid. Employees on this job bid would only be required to work complete shifts at the NJ location.

Seniority List: There will be one (1) seniority list covering the JFK station and the NJ location.

Paid Time Off: The Company shall determine the number of employees at the NJ location who can be on paid time off e.g. vacation, floaters at any given time. The NJ location employees will select their paid time off by seniority.

Overtime, Extra Work: Any required overtime work at the NJ location shall be worked by the employees at the NJ location. The scheduling of work on a holiday or an extra day at either the NJ location or JFK shall be done in the same manner as currently done at the JFK station and be made available, by seniority to employees at the NJ location and JFK.

Same Day Cover-Off: If the Company needs manpower at the NJ location from the JFK station the Company shall;

- First offer the work to the employees who had selected a job bid which included working full shifts at the NJ location.
- If not enough of these employees agree to do go to the NJ location for the day, the Company shall offer the opportunity by seniority to qualified employees who are at work.
- After the forgoing the less senior qualified employee shall be assigned the work.

An employee who is required to travel from the JFK station to the NJ location:

- During his shift shall be paid his hourly rate for travel time to and from the JFK station as well as approved out of pocket travel expenses such as tolls.
- For a full shift shall be paid approved out of pocket expenses such as tolls. The employee's day of work shall commence and end when the employee clocks in and out at the NJ location.

Status Review: The Company and the Union shall meet on a mutually agreeable day, time and location to review the status of the NJ location and discuss any operational issues.

Closing of NJ Location: The Company shall provide the Union thirty (30) calendar day written notice if the NJ location is to be closed. In the event of the NJ location closing, the employees holding bids at this location shall be reassigned to the JFK station. If this results in a layoff, the layoff shall be affected as per the provisions contained in the CBA.

Agreed:

For the Company:

John Ay...

Date: April 25, 2022

For the Union:

Lon Co...

Date: 4/18/22