

2022 TO 2024

AGREEMENT

BETWEEN

LOCAL UNION 295  
AFFILIATED WITH

INTERNATIONAL BROTHERHOOD OF TEAMSTERS. CHAUFFEURS.  
WAREHOUSEMEN AND HELPERS OF AMERICA

33 WEST HAWTHORNE AVE. VALLEY STREAM, NY 11580

AND

AIREXPRESS INTERNATIONAL USA INC.

BUILDING 89, JFK INTERNATIONAL AIRPORT, JAMAICA, NY 11430

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Agreement entered into between Air Express International USA Inc. hereinafter called the "Employer", and LOCAL UNION 295 AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, hereinafter called the "Union", to govern all hours, wages and working conditions herein set forth, to continue from January 1, 2022 to and including December 31, 2024.

## **SECTION 1: WAGES**

Wage rates in effect shall be increased as set forth below as per Article 30 of Master Agreement, shall be paid retroactive to January 1, 2022.

January 1, 2022...\$1.25

January 1, 2023...\$1.00

January 1, 2024...\$0.75

COLA increase shall be provided as per the applicable provisions of the Master Agreement.

Class A Tractor Trailer Drivers one dollar (\$1.00) per hour differential

All employees covered by this Agreement whose shift commences between 2:00 p.m. to and including 7:00 a.m. shall receive three dollars (\$3.00) per day over the wage scale listed above. The three dollars (\$3.00) shall be added to the wage scale in computing the employee's regular rate of pay for all purposes.

## **SECTION 2: HOURS**

A) An employee's work week shall be guaranteed to consist of five (5) consecutive days, eight hours each day, within the employees bidded seven day period. Hours worked in excess of eight as well as all work on Saturday and Sunday shall be paid at time and one-half. Employees who successfully bid the sixth or seventh day shall be guaranteed a minimum of eight hours pay at time and one-half for the sixth day and double time for the seventh day. Employees who successfully bid a Saturday or Sunday shall be guaranteed a minimum of eight hours pay. There shall be no pyramiding of overtime.

The Employer may post extra Saturday or Sunday bids with a minimum of eight (8) hours or four (4) hours per day on a one for one basis. I.E. an equal number of eight (8) hour bids to four (4) hour bids.



(B) A day's work shall be exclusive of one-half (1/2 ) hour for lunch, which period shall not start before the end of the third (3rd) hour and not later than the sixth (6th) hour, but not earlier than 10:00 a.m., with the consent of the Employer.

(C) Employees time worked shall be computed from time required to report at the terminal and to the time of return to the terminal.

(D) Effective September 01, 1993, AEI can schedule employees for a normal work week of any five (5) consecutive days out of seven (7) days. Under this schedule, employees hired on or after September 1, 1993, shall be paid for Saturday and Sunday at the straight-time rate. For employees hired on or after February 1, 2001 the sixth (6th) consecutive day of work shall be paid at the rate of time and one-half (1 1/2) and the seventh (7th) consecutive day of work shall be paid at double time (2x).

(E) Employer reserves the right to establish a four (4) day work week, ten (10) hours each day within a seven day period. When and if Company determines such would be beneficial to the operation, the Union and the Company will discuss and mutually agree to terms and conditions prior to implementation

### **SECTION 3: OPERATIONS COVERED**

(A) The execution of this Agreement on the part of the Employer shall cover all truck drivers, helpers, switchers, platform men, motor lift truck operators, mechanics, garage employees and fuelers, and such other employees as may be presently or hereafter represented by the Union within the jurisdiction of the Union. The jurisdiction of the Union shall consist of, but shall not be limited to, all shipments moving into and out of the following airports, all piers and all heliports within the areas designated on the map attached hereto as "Appendix A". JFK LaGuardia; Newark; Stewart Field; White Plains; MacArthur; Teterboro; Bridgeport; Republic. The Employer shall be permitted to continue to service locations within zones 1, 2, 3 and 4 so designated on said "Appendix A", with subcontractors subject to the Provisions of Section 5 of this Agreement; provided, however, that when the number of such shipments in any of the said four (4) zones exceed four hundred (400) in any single calendar month, the Employer thereafter will be required to service such zone with its employees in accordance with the terms of this Agreement.

In addition to current practices, the Union understands that the Employer has the right to contract out to Local 295 truckers, its New York City pick-up and delivery work unless such agents are unable to provide competitive pricing and service.

Employer may utilize cartage contractors of its own choosing in all areas outside the five boroughs of New York City, with respect to the five boroughs of New York City, employer agrees to give first preference to cartage agents approved by the Union, unless such agents are unable to provide competitive pricing and service.

(B) Employees Covered.

Employees covered by this Agreement shall be construed to mean, but not limited to, any driver, chauffeur, or driver-helper operating a truck, tractor, or any other vehicle operated on the highways, streets or private roads for transportation purposes when used to defeat the purposes of this Agreement, but excluding any activities related to loading or unloading of aircraft. The term "Employee" also includes, but is not limited to, all employees used in Dock work (Switching), checking (dragline), stacking, loading, unloading, handling, shipping, receiving, assembling, including, but not limited to effectively leased, owned or chartered air craft on a re-occurring basis, garage work and fueling and such other employees as may be presently or hereafter represented by the Union.

(C) Transfer of Company Title or Interest. (REFER TO AEI MASTER AGREEMENT ARTICLE 1)

The parties agree that the provisions of Article 1, Section 3 "Transfer of Company Title or Interest" contained in the Master Agreement between the International Brotherhood of Teamsters and Air Express International shall be applied to, and incorporated into, this Agreement.

(D) With respect to outbound freight, in instances where shipments are prepared by an AEI station other than those staffed by members of Local 295 and are accompanied by a master air waybill and labeled, such freight will not be required to be delivered by JFK employees or picked up by JFK employees or escorted.

E) With respect to inbound freight, when customers request that freight and master bill be consigned directly to them, inbound freight may be delivered directly to the consignee.

F) Sections 3 (A) do not apply in any manner to employer's break bulk operation.

G) Danzas domestic and ocean cargo handling shall not be considered bargaining unit work.

#### **SECTION 4: HOLIDAYS**

(A) For current employees the following days shall be considered holidays under this Agreement: NEW YEARS DAY, MARTIN LUTHER KING, JR. DAY, GOOD FRIDAY OR YOM KIPPUR (employee's option); Memorial DAY, Fourth of July, LABOR DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING DAY, CHRISTMAS EVE DAY, CHRISTMAS DAY,



EMPLOYEE'S BIRTHDAY, and six (6) FLOATING HOLIDAYS which shall be scheduled with due consideration for seniority in scheduling and maintaining efficiency of Employer's operations.

No employee shall work on his/her birthday or floating holiday. If the employee's birthday falls on any of the above listed holidays then that employee shall have the option to celebrate his/her birthday on either the scheduled day before or the scheduled day after the listed holiday. For employees hired after February 1, 2001, NEW YEARS DAY, MARTIN LUTHER KING, JR. DAY, MEMORIAL DAY, , FOURTH OF JULY, LABOR DAY, THANKSGIVING DAY AND DAY AFTER, CHRISTMAS EVE, CHRISTMAS DAY, GOOD FRIDAY OR YOM KIPPUR shall be considered holidays, and said employees shall receive one floating holiday during the first year of employment, two during the second year, and three thereafter.

(B) Any employee covered by this Agreement working three (3) days or nights in any workweek one of which is either the SCHEDULED day before or day after the holiday (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, 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.

(C) 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 YEARS DAY, MARTIN LUTHER KING, JR. DAY, Memorial Day, Fourth of July, 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.

(D) Employees who elect to bid 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.

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

(F) Hours worked on such Saturday that is a Holiday requiring a two and one-half (2-1/2) time hourly rate, shall be paid for at the rate of four (4) times the regular rate of pay and Holidays with

a double time rate of pay shall be paid for at three and one-half (3-1/2) times the regular rate of pay with a minimum guarantee of eight hours work or pay.

(G) All hours worked on such Sunday that is a holiday requiring a two and one-half (2-1/2) times the 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 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.

(H) When employees work on a holiday, there will be no pyramiding of wages for hours worked beyond a normal eight hour day. The ninth hour and hours worked beyond shall be at two times the prevailing rate of holiday pay.

(I) 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. 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.

## **SECTION 5: SUBCONTRACTING**

The Employer agrees that no work or services of the kind, nature or type covered by, presently performed, or hereafter assigned to the Collective Bargaining unit will be subcontracted, provided, however, that the Employer may continue to subcontract in those instances which are now permitted by the Union except as provided in Section 3A.

## **SECTION 6: UNION SECURITY**

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

The parties agree that the provisions of the first paragraph of Article 3, Section 1 (b) shall be incorporated into this Agreement.

(A) In the event of any change in the Law during the term of this Agreement, the Employer agrees that the Union will be entitled to receive the maximum Union security which may be lawfully permissible.



(B) The employer, upon prior notification of openings to the Union, shall be free to recruit its own employees.

(C) Supervisory Personnel.

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.

(D) The Company agrees to waive its right to employ casuals during the term of this Agreement. (2008-2013).

## **SECTION 7: SENIORITY**

(A) Seniority Principle

Seniority shall prevail in that the Employer recognizes the general principle that senior employees shall have preference to choose their shifts. Seniority does not give an employee the right to choose a specific unit, run, trip, load or assignment.

All shifts shall be posted for bid once each year commencing January 1, 1986 and a second may be posted to be effective on September 1st of each succeeding contract year. The schedule so posted shall not be changed during its term unless agreed to by the parties. Employees bidding on such shifts must be duly qualified to perform such work including the meeting of any requirements established by law, such as appropriate licenses, No. 1, 2, 3, N.Y. Coast Guard Pass, Custom House, etc. The company will post full time relief bids in conjunction with the general bid up to a maximum of fifteen (15%) of the full time work force per terminal. Those employees bidding such shifts shall be notified on a weekly basis of the available shifts, for the following week, which shifts shall be awarded by seniority. Employees shall be placed on the seniority list as of his first date of hire as a bargaining unit employee. No employee can have seniority with more than one Employer. Seniority rights for employees shall prevail. Seniority shall be measured by length of service with the Employer as a bargaining unit employee.

(B) Seniority Rank and Posting

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 seniority. Claims for corrections to such lists must be made to the Employer within ten (10) 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 in this Agreement.



(C) Loss of Seniority.

Seniority shall be broken only by:

- (1) Discharge
- (2) Voluntary quit
- (3) Absence for any reason other than military leave, layoff or on-the-job injury for a period of eighteen (18) months, Layoff sixty (60) months (Master Agreement), on-the-job injury thirty six (36) 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) Voluntary leaving of the classification of work covered by this Agreement and remaining in the employ of the employer in some other capacity.

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

(E) Employment Security.

No active employee on the payroll as of February 1, 2001 shall be involuntarily laid off during the term of this agreement.

Employees hired on or after February 1, 2001 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. Employees who return from a layoff of longer than thirty (30) days will be subject to satisfactory completion of drug testing, background and security threat assessment or as required by law.

(F) Leave of Absence.

An employee desiring leave of absence from his employment without pay or other benefits shall secure written permission from both 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 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.

(G) Opening New Branches.

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 representative. 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.

(H) Merger.

When two or more Employers merge their operations within the jurisdictional area of the Union, 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.

(I) Acquisition of Purchase.

When one Employer acquires or purchases control of the business of another Employer within the jurisdictional area of the Union, then the employees with less than two years of service with 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 the former Employer, and employees with more than two years of service shall be treated in the same manner as a merger under this Agreement.

(J) New employees shall serve a 90 day probationary period, during which time they may be terminated without cause.

(K) The current guaranteed workforce shall extend to Tier 1 employees hired prior to February 1, 2001.

Employees moving from Tier 2 to Tier 1 are not entitled to premium pay where the weekend days are part of their scheduled workweek.



## **SECTION 8: CHECK-OFF (Refer to Article 3 of the AEI Master Agreement)**

The parties agree that the provisions of Article 3, Section (3) "Checkoff" of the Master Agreement shall be incorporated into this Agreement.

## **SECTION 9: STEWARDS (Refer to Article 4 of the AEI Master Agreement)**

The parties agree that the provisions of Article 4 "Stewards" of the Master Agreement shall be incorporated herein.

### **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
  - (b) 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. He will remain on the premises for his entire shift. 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 number one ranking on the seniority list. He shall be the last employee to be laid off and, under no circumstances shall be discriminated against by the Employer. 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 his business premises of notice of Union meetings by the Local Union.

The chief shop Steward will be granted one (1) day off with pay to attend shop steward meetings or seminars once each quarter with five (5) days advance notice to the Employer.

**SECTION 10: PROTECTION OF RIGHTS (Refer to Article 9 of the AEI Master Agreement)**

The parties agree that the provisions of Article 9 “Protection of Rights” of the Master Agreement shall be incorporated herein.

(A) It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action if any employee refuses to perform any service which his Employer undertakes to perform as an ally of an Employer or person whose employees are on strike, and which service, but for such strikes, would be performed by the employees of the Employer, a person on strike.

(B) No employee covered by this Agreement may be discharged or otherwise disciplined for refusing to cross a picket line.

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

**SECTION 11: UNIFORMS (Refer to Article 12 of the AEI Master Agreement)**

The parties agree that the provisions of Article 12 “Uniforms” shall be incorporated herein.

Employer agrees to provide employees with two sets of uniforms, winter and summer, per year. Employees are required to maintain and wear the full uniform as a condition of employment.

**SECTION 12: 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.

The Employer agrees to pay the increased contribution rates as of September 1 in each year of the Agreement. It is further agreed that the Union may be considered as an Employer for the purpose of making contributions to the Local 295 Employer Group Welfare Fund on behalf of employees and officers of the Union.

(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 and 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.

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

### **SECTION 13: 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.



It is further agreed that the Union may be considered as an Employer for the purpose of making contributions to the Local 295 Employer Group Pension Fund on behalf of employees and officers of the Union.

(B) In the event the Employer defaults in payment of pension and/or welfare contributions as per Sections 12 and 13 of this Agreement, and notice of such default is served upon the in accordance with the provisions for delinquent contributions adopted by the trustees of the respective Funds, and if said default is not paid in full within five (5) days after said notice of default, then the provisions for Section 21 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 contributions, 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.

(C) 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.

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

(E) 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.

(F) Employer agrees to pay all increases in health and welfare and pension contributions rates required by the Funds under plan documents, this Agreement and applicable law.

## **SECTION 14: PICK-UPS AND DELIVERIES**

(A). Local 295 Chauffeurs or Drivers shall make all pick-ups and deliveries within the jurisdiction of the Union as outlined in Appendix "A" of this Agreement. They shall not be responsible for losses from their trucks unless their carelessness or negligence is proven. Employees are obligated to observe diligently all safety and security measures for the protection of equipment and freight carried.

(B) No employee shall double park, park in bus stops, park by hydrants or park in restricted zones or violate any law or ordinance in order to make deliveries or pick-ups, unless so ordered by the Employer. However, employees must make an honest effort to perform their duties.

(C) Employer may utilize cartage contractors of its own choosing in all areas outside the five boroughs of New York City. With respect to the five boroughs of New York City, employer agrees to give first preference to cartage contractors approved by the Union, unless such contractors are unable to provide competitive pricing and service.

## **SECTION 15: 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 in behalf of the employee 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.

(D) Time Clocks.

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

(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) 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.

(G) 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.

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

(I) Employees shall not be held responsible for vehicles not properly equipped to comply with State Motor Vehicle Laws and shall be compensated for fines and time lost if summoned to court, etc., because of same.

(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 during working hours, such employee shall be reimbursed in full for all time lost unless the chauffeur 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) 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 an official of the Local Union to discuss the issue and reach a mutually agreeable resolution.

## **SECTION 16: STARTING PLACE, TRAVELING EXPENSE, ETC.**

Any employee leaving his truck or automobile for night tie up or storage in a different place than he started from shall be paid carfare and traveling time provided it is within the jurisdiction of the Union. If any employee ties up at any other point, he shall be paid traveling time and transportation expenses. Any employee sent outside the metropolitan district shall be paid hotel, meal and traveling expenses. Supervisors shall have the right to record all arrivals and departures of employees from the workplace.

## **SECTION 17: VACATIONS**

(A) All employees hired prior to February 1, 2001 covered by this Agreement shall be allowed vacations which are to be determined in accordance with the following schedule:

THREE - Weeks after 1 year  
FOUR - Weeks after 12 years  
FIVE - Weeks after 20 years

Employees hired after February 1, 2001 shall be eligible for one day's vacation for each month worked (maximum of ten days) thereafter the following schedule will apply.

Two weeks after one (1) year  
Three weeks after five (5) years  
Four weeks after twelve (12) years

(B) The qualifying period for the 2022 vacation shall be April 1, 2021 to March 31, 2022 and the 2023 vacation, April 1, 2022 to March 31, 2023 and for the-2024 vacation, April 1 2023 to March 31, 2024 .

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



(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-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 the eligible employee before he starts vacation.

(H) The pay which an employee shall be entitled to receive for his vacation shall be determined as follows: One (1) week of vacation pay for an eligible employee shall be forty (40) hours 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) To qualify for a vacation, an employee must have been employed by the Employer for one (1), twelve (12), twenty (20) or more years respectively prior to April 1 of the year in which the vacation is to be granted.

(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 if an employee retires or is on worker compensation time. In the event an employee severs his or her employment with the Employer for any reason, the employee shall receive all vacation pay due within two (2) weeks after the employee has terminated.

(M) Any employee who is out of work due to disability only, shall have their vacation and sick time pro-rated at 0.833% for each month worked.

There will be no increase in vacation, sick or holidays/personal days, for employees hired under this Agreement after February 1, 2001.

#### EXAMPLE FOR RETIREMENT:

An employee who has over twelve (12) years of service would be entitled to a total for four (4) weeks of vacation from the past year and would also receive four (4) weeks of vacation for the year in which he terminated his employment.

#### **SECTION 18: 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 within one (1) week following the date of death.. 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 19: SICK LEAVE**

(A) The Employer agrees to grant each employee now in its employ hired prior to February 1, 2001 a total of eleven (11) days at his or her regular rate of pay including premium and night shift pay, in each contract year (September 1 to August 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 contract year, or at the time the employee severs his employment for any reason. There shall be no prorating of sick leave if an employee retires or is on worker compensation leave. (Refer to Section 17 (M)).

(C) Employees hired after February 1, 2001 will accrue sick leave at the rate of one and one-half (1-1/2) days per month and thereafter shall be eligible for seven (7) days to be paid within two (2) weeks after the end of the contract year, or at the time the employee severs his employment for any reason.

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



## **SECTION 20: JURY DUTY**

Employees reporting for Jury Duty shall receive compensation as per the Master Agreement.

## **SECTION 21: STRIKES & LOCKOUTS - GRIEVANCE & ARBITRATION**

(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, of any controversy which might arise. Should any dispute or grievance arise between the Employer and the Union, as to the meaning, import and application of, or compliance with the provisions of this Agreement, or should any grievance or dispute arise as between the Employer and Union, such dispute or grievance shall be settled in the following manner:

**Refer to Article 7 of the AEI Master Agreement**

**The parties agree that the provisions of Article 7 of the Master Agreement  
“Grievance and Arbitration Procedure” shall be incorporated herein.**

(b) 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).
- (2) Theft or dishonesty;
- (3) Unprovoked assault on his Employer or his Employer's Representatives during working hours;
- (4) Carrying unauthorized passengers in Employer's vehicles.
- (5) Carrying and/or possessing firearms or illegal weapons or explosives during work hours (including lunch time, break periods and overtime) or at any time on the Employer's premises.
- (6) Gross and unprovoked insubordination (i.e. intentional refusal or failure to follow reasonable and clear work directives).
- (7) Significant acts of inappropriate conduct or illegal conduct

(c) Employees will not be discharged without just cause, and will remain on the payroll until a formal hearing, which shall take place within three days of notice of termination.

2. It is further agreed that in all cases of an unauthorized strike, walk-out, or any other unauthorized cessation of work in violation of this Agreement, the Union shall not be liable for damages resulting from such unauthorized acts. While the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of

unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the Employer during the first twenty-four (24) hour period of such unauthorized work stoppage, shall have the sole and complete right of reasonable discipline short of discharge and such employees shall not be entitled to or have any recourse to any other provision of this Agreement.

3. Before any strike or stoppage of work takes place over a grievance or interpretation arising out of this Agreement that cannot be settled in accordance with the grievance machinery as set out in this Agreement, there must be approval by an official of the Union with notice of such approval to be given to the Employer in writing at least twenty-four (24) hours prior to such strike or stoppage of work. The granting of such approval by the Union shall not impose any liability on the Union.

## **SECTION 22: FEDERAL AND STATE LAWS**

(A) Employers shall protect employees with Worker's Compensation Insurance, Social Security, and Unemployment Insurance as required by Federal and State Laws.

(B) Refer to Article 14 of the AEI Master Agreement

The parties agree that the provisions of Article 14 "Compensation Claims" shall be incorporated herein.

(C) The employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement when employees refuse to operate such equipment. All equipment which is refused because not mechanically sound or properly equipped, shall be appropriately tagged so that it cannot be used by other drivers until a qualified mechanic has adjusted the complaint. After equipment is repaired, the Employer shall place on such equipment an "OK" in a conspicuous place so the driver can see same. Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property or in violation of any applicable statute or court order or in violation of any government regulation relating to safety of person or equipment. Any employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by his employer, the employee before starting his next shift, shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to the accident. The employee and Union shall receive a copy of the accident report that he submits to his Employer. Employees shall immediately, or at the end of their shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, of which one copy is to be given to the employee and a copy to the Union. The Employer cannot require any employee to take out equipment that has been reported by any other employees as being in an unsafe operating



condition until same has been approved as being safe by a qualified mechanic, with a copy of the mechanic's report sent to the Union.

(D) Garages or terminals of the Employer must provide sanitary conditions for the employees covered by this Agreement.

(E) All employees must maintain a valid CDL to be or remain employed. For situations when a non-probationary employee has his license suspended or temporarily revoked, there shall be no more than four (4) non-driving warehouse positions available for such employee(s) on an interim basis. These non-driving, warehouse positions will be bid separately in the annual bid and employees in these interim positions may not bid for overtime requiring driving. Interim, non-driving warehouse positions are available to such employees by seniority.

If an interim non-driving, warehouse position is not available to an employee whose CDL is suspended or temporarily revoked, or if such employee is bumped from the interim position by a more senior employee, such employee shall be granted an unpaid leave of absence.

Employees shall be given a total of thirteen (13) months to have their CDL reinstated, or such longer time as mutually agreed to on a non-precedent setting basis. At the end of this thirteen (13) month period if the employee's CDL is not valid, the employee shall be terminated. This thirteen month period shall be available to employees on a one-time, lifetime basis.

During the period of LOA, an employee shall not accrue vacation and sick time, but will retain the level of seniority. The Employer will have no obligation to make Health & Welfare or Pension contributions on behalf of an employee who is on LOA due to CDL suspension or temporary revocation.

If a replacement employee is hired for an employee on LOA pursuant to this provision and the LOA employee returns to work, the Employer may reduce the full time complement of employees by one without regard to layoff provisions elsewhere in this Agreement.

### **SECTION 23: ARMED FORCES (Refer to Article 15 of the AEI Master Agreement)**

The parties agree that the provisions of Article 15 "Military Clause" of the Master Agreement shall be incorporated herein.

### **SECTION 24: MANAGEMENT RIGHTS**

The company shall have the right to make reasonable work rules, and will notify the union within ten (10) working days for discussion prior to implementation.

Except as limited by the provisions of this agreement, the employer shall have and retain 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, processes and working procedures to be used.

**SECTION 25: MAINTENANCE OF STANDARDS (Refer to Article 6 of the AEI Master Agreement)**

The Employer agrees that all conditions of employment in his individual operation relating to wages, hours of work, overtime differentials and general work conditions shall be maintained at not less than the highest standards in effect.

The parties agree that the provisions of Article 6, Section 1 "Maintenance of Standards" shall be incorporated herein.

**SECTION 26: COST OF LIVING (Refer to Article 32 of the AEI Master Agreement)**

The parties agree that the provisions of Article 32 "Cost of Living (COLA) of the Master Agreement shall be incorporated herein. This Article 32 expressly supersedes and overrides any COLA provision in any local supplement.

**SECTION 27: SAVINGS CLAUSE (Refer to Article 25 of the AEI Master Agreement)**

If any provision of this Agreement is subsequently deemed invalid under the law of any state wherein this Agreement is executed, such provision shall be re-negotiated for the purpose of adequate replacement. If such negotiations shall not result in mutually satisfactory agreement, either party shall be permitted all legal or economic recourse notwithstanding any other provision of this Agreement.

The parties agree that the provisions of Article 25 "Separability and Savings Clause" of the Master Agreement shall be incorporated herein.

**SECTION 28 : PART-TIME WORKFORCE**

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

- (a) Part-time employees shall constitute no more than ten percent (10%) of the total workforce. A part-time employee must have a valid Class A CDL in order to become a full-time employee.
- (b) The hiring rate for part-timers during this contract shall be \$22.00 per hour.
- (c) Part-timers may work Sunday through Friday for 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. Part time employees shall not work holidays unless the full time workforce has been exhausted. No part timer shall be scheduled back to back.

- (d) Part-timers shall not receive any wage increases or benefits under this Agreement, other than provided in this Section. .
- (e) The Employer shall make no health and welfare contributions for part-timers. The Employer shall pay \$80.51 per week into the pension fund for part –time employees effective 9/1/2017, However, part-time employees who work over 1,000 hours in any calendar year will have contributions made on their behalf at the full-time rate. It is understood that the aggregate amount of an annual contribution increase (i.e. all covered locations average out) shall not exceed one dollar (\$1.00) per hour/per person / per year. If the aggregate amount in any year exceeds one dollar (\$1.00), the contract shall upon written notice of either party be reopened and the parties shall meet in order to address the contribution shortfall.
- (f) 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 promoted to full-time, their seniority shall revert back to the original date of hire. Wages will be based on the original date of hire and HW&P will be paid as of the date promoted to full-time. If no part-timer accepts the position, then the Employer may hire from the outside.
- (g) In the event a layoff becomes necessary, the employer shall lay off part-timers beginning with the least senior.
- (i) 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.

- (j) 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 fifty-six (56) hours per calendar year. Accrued but unused sick leave shall be paid out on the third pay period in January of the year following of the accrual.
- (k) Part-timers shall work pursuant to a monthly bid, and shall be given at least three (3) business days noticed of layoff or recall.

### **SECTION 29: DURATION**

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 set their hands and seals this      day of      , 2022.

#### **FOR THE EMPLOYER;**

Name: JOHN RYAN  
Signature: John Ryan  
Title: Labor Relations  
Date: April 25, 2022

#### **FOR THE UNION;**

Name: Lou Calemine  
Signature: Lou Calemine  
Title: PRESIDENT  
Date: 4/18/22

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## Appendix A

### Purpose

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

### **Section 1 – Wages**

The hourly rate for full-time employees hired after the date of ratification shall be as follows:

	Class B License	Class A License
Start	\$23.00	\$25.50
Year 1	\$24.00	\$27.00
Year 2	\$25.00	\$28.00
Year 3	\$26.00	\$29.00
Year 4	\$27.00	\$30.00

Any negotiated hourly wage increases will not be applied to the foregoing hourly wage progressions. 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.

**Letter of Agreement (LOA)**  
**Between**  
**Air Express International, USA Inc. (“the Company”)**  
**And**  
**Teamsters Local 295 Drivers / Warehouse (“the Union”)**

Purpose

The Company has established an operation (“NJ location”) 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 driver / warehousemen required for the NJ location. The start / finish times, the days of work as well as any specific qualifications e.g. valid Class A license 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.

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 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:



Date: April 25, 2022

For the Union:



Date: 4/19/22