

2021-2024

Collective Bargaining Agreement

between



LOCAL 295

affiliated with the

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

and

SCHENKER, INC.

WITNESSETH

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

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

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.

Agreement entered into between SCHENKER, INC, hereinafter called the "Employer" or "Company", 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 March 1, 2021 AND INCLUDING 11:59 PM February 29, 2024.

SECTION 1: RECOGNITION

- (A) The Employer recognizes the Union as the sole collective bargaining agent for all the clerical employees described in the classifications set forth in this Agreement who are employed by the Employer at the Employer's place of business (including import agents) located at JFK Airport and vicinity excluding confidential and sales secretaries, salespersons, supervisors, and guards as defined under the National Labor Relations Act
- (B) The term "Employee" or "Employees" as used in this Agreement shall include all Agents or any employee that is hired to perform any of the duties listed herein.

SECTION 2: CLASSIFICATION

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

(A) Agents:

An Agent will perform (but is not necessarily limited to) the following duties:

1. Agents will screen, route and prepare or process international and domestic air waybills, surface and ocean waybills (when in JFK) and related computer generated manifests and the documents necessary to effectuate these transactions.
2. Agents will prepare and process documentation related to domestic, import and export shipments including clearance of imported and exported shipments.
3. Agents will prepare and process claims and related records.
4. Agents will operate switchboard telephone equipment or its equivalent and act as a receptionist.
5. Agents will enter data into the computer, including shipment and manifest updates, arrival and departure information, excluding URCS

and system aircraft performance data, to create computer shipment and manifest records and be responsible for accurate and complete entries including correction of errors rejected.

6. Agents will transmit wire messages via computer terminal or equivalent telegraphic keyboard equipment, and E-Mail in the event E-Mail is utilized as a customer service tool or program to service customers at JFK.
7. Agents will process and distribute messages.
8. Agents will maintain appropriate customer service and operational files including D.G. files, inbound and outbound files, driver manifests, export I Logs, import and import/consolidation logs, and gateway pending logs.
9. Agents will prepare manifests under the guidelines set by management.
10. Agents will receive, initiate and respond to telephone calls and wired or teletyped messages and/or its equivalent to and from customers, airlines, steamship companies, (when at JFK), agents, and other Company offices regarding specific shipment(s), rates and flight or ocean (when at JFK) or surface information for import/export and domestic shipments.
11. Agents will prepare and process checks to airlines for import service fees and prepare transmittals for F.C./C.O.D. checks received.
12. Agents will enter Local 295 payroll.
13. Agents will prepare, process, update, maintain, and file traffic counts, service quality reports, tariff revisions and related material under guidelines set by management.
14. Agents will type correspondence and other operational reports. This section shall not interfere with the normal duties of the confidential and sales secretaries.
15. Agents will process mail after sort by management.
16. If the Employer should decide to assign the accounts payable and accounts receivable duties (except current import billing) to a non-managerial employee of the Employer it will meet with the Union to determine how and if this section should apply.
17. Agents will trace, expedite and resolve problems related to shipments.
18. Agents will provide services to walk in customers as provided under this Agreement.
19. Agents will perform other clerical duties as assigned.
20. Agents will prepare all International export HAWB labels and MAWB

labels. In addition management may assign other labeling work to the bargaining unit from time to time which shall not be considered bargaining unit work within the scope of this Agreement.

- (B) The Employer agrees that employees covered by this Agreement shall not perform duties assigned to vehicle men or platform men.
- (C) The Employer agrees that only employees covered by this Agreement will perform duties listed in this Agreement subject to Section 3 (D). However, non-union personnel may train Union personnel.
- (D) The Employer agrees that it will not assign an employee from one location to perform the duties of another Employee at a different location.
- (E) The Union will permit temporary assignment of Employees from other departments of the Employer to the operations assignments covered by this Agreement for purposes of training and the Employees covered by this Agreement will use their influence and best efforts to advance the training of such personnel by demonstration and example of techniques and knowledge involved in their assignments. The Employer agrees to limit the number of trainees and the duration of the training periods and shall not utilize its prerogative to preempt permanent classified assignments.

SECTION 3: UNION SECURITY

- (A) It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members to the extent permitted by applicable law and those who are not members on the effective date of this Agreement shall on or after the thirty-first (31st) day following the effective date of this Agreement or the execution thereof, whichever is later, shall become and remain members in the Union to the extent permitted by applicable law. It shall also be a condition of employment that all Employees covered by this Agreement and hired on or after its effective date or the execution thereof, whichever is later, shall on or after the thirty-first (31st) day following the beginning of such employment become and remain members in the Union to the extent permitted by applicable law. An employee who has failed to acquire, or thereafter maintain, membership in the Union, as herein provided, shall be terminated seventy-two (72) hours after his Employer has received written notice from an authorized representative of the Union, certifying that membership has been and is continuing to be, offered to such Employee on the same basis as all other members and, further, that the Employee has had notice and opportunity to make all dues or initiation fee payments as provided by applicable law.
- (B) The Employer agrees that the Union will be entitled to receive the maximum Union security which may be lawfully permissible.

(C) When the Employer needs additional Employees, it will notify the Union. Selection of the applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way affected by, Union membership, bylaws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies or requirements. The Employer retains the right to reject any job applicant referred by the Union and hire from any source. The Union agrees not to refer applicants who are on strike at time of referral.

(D) SUPERVISORY PERSONNEL

(i) 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 in circumstances beyond the control of the employer and/or due to customer necessity.

(ii) The Employer and Local 295 agree that except for duties listed in Section 2., confidential and sales secretaries, salespersons, and managerial personnel may from time to time make and receive phone calls, enter data into computers, transmit messages, create and process records, distribute messages, maintain files and other related functions, including compiling information required or requested by customers and/or the Employer's other stations.

(iii) The performance of such duties may not be used to inappropriately diminish work that is normally performed by bargaining unit Employees.

SECTION 4: CHECK-OFF

(A) The Employer shall deduct from the wages of employees covered by this Agreement, periodic dues, properly authorized assessments and initiation fees uniformly required as a condition of membership in the Union. Such deductions shall be made on the first day of each month from the wages of each Employee who files with the Employer a written assignment authorizing such deduction, which assignment shall not be irrevocable for a period of more than one year, or beyond the termination date of this Agreement, whichever occurs sooner. Such dues, initiation fees and assessments as and when deducted, shall be forwarded to the duly authorized representatives of the Union. Properly authorized assessments shall be deemed a part of the dues structure of the Union and shall be deducted in accordance with the dues deduction authorization provided by the Union.

(B) When the Employer actually makes a deduction for dues, initiation fees and assessments, in accordance with a statement received from the Union, he shall remit same and in the event such deduction was made and the Employer fails to remit such monies to the Union, he shall be assessed twenty percent (20%) liquidated damages. Where an employee who is on check-off is not on the payroll for any reason, the Employee must make arrangements with the Union to pay such dues in advance.

SECTION 5: WAGES

(A) AGENTS

(B) Increases:

- Upon Ratification – 3.0% for all employees under \$25.00 per hour
- Upon Ratification – 2.0% for all employees above \$25.00 per hour
- March 1, 2022 – 3% for all employees under \$25.00 per hour
- March 1, 2022 – 2% for all employees over \$25.00 per hour
- March 1, 2023 – 3% for all employees under \$25.00 per hour
- March 1, 2023 – 2% for all employees over \$25.00 per hour

Upon ratification employees earning \$29.00 per hour or more shall receive a \$500 bonus.

Employees earning \$29.00 per hour or more shall receive a bonus of \$250 on March 1, 2022

Employees earning \$29.00 per hour or more shall receive a bonus of \$250 on March 1, 2023

New Hire Starting Wage Rates:

Gateway, Breakbulk and Air Export	\$22.00 per hour
Traffic and Billing	\$23.00 per hour
Customs Entry & ITZ	\$25.00 per hour

Employees who are below the New Hire Starting Wage Rate for their classification shall receive either the New Hire Rate; or the above starting wage increase in this section, whichever is greater. All New Hires will be placed on the New Hire Starting Wage Scale applicable to their classification and thereafter shall receive wage increases in accordance with this agreement. A New Hire who has verified work experience in the industry during the past 3 years may be given a starting wage above the New Hire Starting Wage Rate.

- (C) Employer agrees that any Employees 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.
- (D) The wage rate and job classification of Full Time and Reduced Schedule Employees, hired prior to September 1, 1991 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.

- (E) The parties agree that whenever the Employer believes it is necessary to raise the rate of pay of an individual employee or a group of employees it may do so and may implement such a raise. Before announcing or implementing this raise, the Employer shall advise the Union of the planned increase and allow the Union to have input into the planned increase. The Employer may only base this pay increase on a good faith reason and not on any improper or discriminatory reason.
- (F) After the Employer grants the above raise to an employee's wage rate, it may not thereafter lower the wages.

SECTION 6: HOURS

- (A). (i) A full time employee's work week shall be guaranteed to consist of five (5) consecutive days, (Sunday to Thursday, Monday to Friday, and Tuesday to Saturday), eight (8) hours each day, within the bidded seven (7) day period, excluding a thirty (30) minute meal period. All hours worked in excess of eight (8) hours each regular scheduled workday shall be paid at the overtime rate listed at time and one-half (1-1/2). Any time that the Employer needs to post a 6th or 7th day work opportunity, it shall have the option of posting a four (4) or eight (8) hour shift for the day. All work performed on a sixth (6th) day shall be paid for at time and one-half. All work performed on a 7th day shall be paid for at double (2X) time.
 - (ii) When a bid is posted, the bid will list the Employee's start time which can be shown to change only once per week for a different start time to be staggered no more than two (2) hours (earlier or later) than the Employee's initial start time.
- (C) Employees covered by this Agreement whose shift commences between 3:00 P.M. to and including 5:00 A.M. shall receive five dollars (\$5.00) per day over the wage scale listed in Section 5 of this Agreement.
- (D) The five dollars (\$5.00) shall not be added to the wages scale in computing the employee's regular rate of pay for all purposes.
- (E) Hours not worked for which holiday pay is received shall be counted as hours worked for the purpose of computing the number of hours worked in such work week after which the Employee is entitled to overtime pay unless the holiday falls on the Employee's scheduled day off.
- (F) If any Employee works during his meal period, he will be compensated at the rate of time and one-half for that meal period if the employee works his or her complete scheduled shift that workday. Employees shall be assigned a meal period of thirty (30) minutes and shall be required to punch in and out for their meal period consistent with applicable law. The Employer will assign meal periods which shall not start before the beginning of the fourth hour of work



and no later than fifth and one half hour.

- (G) Any Full time or Reduced Schedule Employee, who begins work prior to his scheduled starting time shall be paid time and one half (1 1/2) 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 the scheduled start if the Employee works a complete scheduled shift. This provision shall apply to the five (5) day workweek set forth in Section 6A above.
- (H) A reduced schedule employee's work week shall consist of five (5) consecutive days totaling at least twenty-five (25) hours, but no more than thirty (30) hours.
- (I) It is understood that a Reduced Scheduled Employee will receive vacation, holidays and sick pay at the rate of their bidded schedule at the time used and any unused time would be paid out at the Employee's rate at the time of payout.
- (J) Thirty percent (30%) of the work force by location may be bidded on a reduced schedule.

SECTION 7: VACATIONS

- (A) All Employees subject to this Agreement with a seniority date prior to 9/1/94 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

Full time employees who have not completed one year's service by January 1, shall accrue one (1) day for each full month worked up to a maximum of ten (10) working days. Notwithstanding the foregoing, a full time employee with less than one (1) year of seniority will not be able to use their accrued vacation (if any) until they have completed one (1) year of seniority. However, an employee with less than one (1) year of seniority will be able to take any paid time off for which they might be eligible under law, subject to the statutory terms granting the paid time off. If an employee starts before the fifteenth (15th) day of the month, he shall be granted one (1) day for that first month. Full-time and Reduced Schedule Employees hired after September 1, 1994 shall receive two weeks' vacation after one (1) year of employment until his or her seniority exceeds five (5) years of employment, which will entitle the employee to three (3) weeks of vacation each contract year thereafter until his or her seniority exceeds fifteen (15) years, which will entitle the employee to four (4) weeks of vacation.

- (B) The qualifying period for vacation shall be January 1 to December 31.
- (C) The Employer shall post the vacation schedule no later than December 1



to be effective January 1 and shall give preference to the senior Employees, if sufficient qualified employees remain available to perform the work. 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 qualifications.

- (D) The vacation period for the eligible Full Time, and Reduced Schedule 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 subject to seniority.
- (E) The Employer may not change the time of any Employee's vacation once scheduled, except by mutual consent.
- (F) Where any of the Holidays (including Birthday Holiday) covered by this Agreement occur during the vacation period of any Full Time, or Reduced Schedule Employee, said employee shall have an extra day's vacation with pay for such holiday. If a Birthday Holiday falls on a scheduled day off, the same shall apply.
- (G) Vacation pay shall be paid to the eligible employee before he/she starts vacation.
- (H) The pay which a Full-time or Reduced Schedule Employee shall be entitled to receive for his or her vacation shall be determined as follows: One (1) week vacation pay for an eligible employee shall be at the employee's current scheduled weekly rate, including premium shift and night shift differential pay, and calculated using their set hours.
- (I) If, in the event the Employer claims a manpower shortage has developed, Employees may agree to work during their vacation period and such employee shall receive, in addition to their earnings for that week, either (i) the pay to which he would have been entitled had he been on vacation; or (ii) upon request, may reschedule his vacation period based on seniority.
- (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 January 1 of the year in which the vacation is to be granted or as otherwise provided under (A) above.
- (L) All Employees shall be paid for all vacation time due according to the schedule listed herein. There shall be pro-rating of vacation time except for retirement or 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.

- (M) Reduced schedule employees shall receive vacation benefits as set forth above on a pro-rata basis with respect to pay.

SECTION 8: HOLIDAYS

- (A) (i) The following days shall be considered holidays under this Agreement. Employees hired prior to September 1, 1994: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; CHRISTMAS EVE DAY; CHRISTMAS DAY; EMPLOYEE'S BIRTHDAY; and five (5) FLOATING HOLIDAYS which shall be scheduled with due consideration for seniority in scheduling and maintaining efficiency of Employer's operations. The Floating Holidays shall be posted for bid along with the annual posting of the vacation schedule. For purposes of scheduling Employees, on the Day after Thanksgiving and Good Friday or Yom Kippur as in the past, the parties will meet to discuss minimum requirements for those work days in order to maximize the number of employees who may elect to take a floating holiday on those workdays, subject to the Employer's business needs.

No Full time or Reduced Schedule 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. Reduced schedule employees hired prior to September 1, 1994 shall receive the above holidays but receive pay on a pro-rata basis.

- (ii) Full Time and Reduced Schedule Employees hired after September 1, 1994 shall receive the following holidays under this Agreement which shall be pro-rata for reduced schedule employees. Memorial Day, July 4th; Labor Day, Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Day, one (1) floating holiday during the employee's first year of employment; two (2) floating holidays effective the employee's second year of employment, three (3) floating holidays effective the employee's third year of employment and four (4) floating holidays effective the employee's fourth year of employment. If such employee works on the scheduled holidays he or she shall receive time and one half (1-1/2) the regular rate of pay for hours worked on the holiday with a minimum guarantee of four (4) hours of pay in addition to the holiday pay.

- (iii) Part Time Employees shall receive the following holidays prorated for each year of their employment: Christmas Day, New Year's Day, Labor Day. Part Time employees shall receive (1) one Floating Holiday effective the second year of employment.

- (B) Any Employee covered by this Agreement working the regularly scheduled day before and the regularly scheduled day after any of the listed Holidays, 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 the sixth or seventh day.

- (C) 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 four (4) hours work or pay in addition to the Holiday pay: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; CHRISTMAS EVE DAY; and CHRISTMAS DAY.
- (D) Employees who elect to work on an evening prior to a Holiday and whose work ends on a Holiday, shall work the hours necessary to complete that day's work at the regular rate of pay and the regular overtime rate shall be paid thereafter until the regular starting time of the next day at which time the Holiday hourly rate shall apply until he completes his work.
- (E) Employees who elect 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.
- (F) Hours worked on such sixth or seventh day that is a Holiday requiring a two (2) times hourly rate, shall be paid for at the rate of three (3) times the regular rate of pay with a minimum guarantee of four (4) hours work or pay.

SECTION 9: SICK LEAVE

- (A) The Employer agrees to grant each Full time Employee, who has accrued sick leave, hired prior to September 1, 1994, except Reduced Schedule Employees who shall receive pro-rata sick pay, a total of eight (8) 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 for sick pay. Employees hired after September 1, 1994 who have accrued sick leave shall receive six (6) days of sick leave each year on a pro-rata basis.
- (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 prorating of sick leave, except for retiring Employees or the death of an Employee. If an Employee attains one hundred percent (100%) attendance, then the Employer will pay that Employee an additional three (3) days pay in addition to the eight (8) unused sick days.
- (C) Full time and Reduced Schedule (on a pro-rata basis) Employees hired after September 1, 1994 will accrue sick leave at the rate of one and one-half (1 1/2) days per month up to six (6) months and thereafter shall be eligible for six (6) days to be paid within two (2) weeks after the end of the contract year, or, at the time the employee severs his employment for any reason:
 - (1) Employees in the employ of the Employer shall be paid for unused sick leave within two (2) weeks after the end of the contract year or at the



time the employee severs his employment for any reason.

- (2) In the event of a proven illness exceeding five (5) days during the first six (6) months of employment, said employee shall be eligible for up to eight (8) days sick leave.
- (D) The parties (i) acknowledge the provisions of New York State Labor Law Section 196-b ("New York State Paid Sick Leave Law") and New York City Code Section 20-911 et seq. ("New York City Earned Sick Time Act") (collectively, "Paid Time Laws"); (ii) expressly waive the provisions set forth in the aforementioned Paid Time Laws; and (iii) agree that the combination of paid time leave benefits negotiated by the parties and set forth in this Agreement are comparable to or exceed the leave requirements in the Paid Time Off Laws and therefore satisfy all statutory "comparable benefit" requirements.

SECTION 10: BEREAVEMENT LEAVE

In case of a death in an Employee's immediate family i.e. spouse, mother, father, sister, brother, children, mother-in-law, father-in-law, grandparents, grandchildren, one (1) set of step parents, the Employer shall grant such employee three (3) working days off with pay. 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 workdays.

SECTION 11: JURY DUTY

It is agreed that employees Full Time and Reduced Schedule Employees required to report for Jury Duty shall receive the difference in their regular daily rate of pay and their jury pay up to ten (10) days.

SECTION 12: SENIORITY

(A) SENIORITY PRINCIPLE

(i) Seniority shall prevail, unless otherwise provided for in this Section. Length of service shall be determined as of date hired as a Bargaining Unit Employee with the Employer.

(ii) 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.

(iii) Annual bids for shift location shall be determined by total time with the Employer as of date hired as a Bargaining Unit Employee and qualifications as Customs Brokerage or Dangerous Goods as set forth in vii below. All other bids for overtime or holiday coverage, etc., will be determined by classification, department, shift and location, seniority and qualifications being utilized as the determining factor within these units.



Bidding shall be accomplished by department. Should a position become available, that position shall be posted and awarded to the senior most qualified employee.

(iv) In all other areas the seniority principle will be recognized, unless otherwise specified in this Section.

(v) All shifts shall be posted for bid annually commencing on February 1 until expiration of this Agreement. Employees shall bid under the supervision of management who will fill in the Master Bid in accordance with employee's written selection. Upon completion of the bidding process the original written selection will be displayed. Additionally, the Employer may post bids once per quarter with a thirty (30) day written notice to the Union. The Employer may also post a bid within thirty (30) days of the effective day of this Agreement, or its execution date. The new job bid will become effective within thirty (30) days of posting.

(vi) The Employer may post for bid five (5) replacement positions reduced or full-time to be utilized as unassigned positions. The Employer will assign the days and times to be worked by these Employees on Wednesday for the following work week in order of seniority and qualifications.

(vii) Dangerous Goods is a qualification for Employees which may or may not be a qualification placed on a vacancy, new position or overtime bid under this Section and with respect to remaining bids, the Dangerous Goods qualification will be placed on the bid as a qualification only if

(a) Fifty (50%) percent of the employees who bid on the night shift are not Dangerous Goods qualified;

-and/or-

(b) Twenty (20%) percent of the employees who bid on the day shifts are not Dangerous Goods qualified.

Notwithstanding, Section 12 (A) (iii) and (A) (v) the Employer may rebid an Annual and/or quarterly Bid within forty-five (45) days of the effective date of the Bid to include Dangerous Goods as a qualification as provided above. The Employer may voluntarily waive this provision if the Employer determines that notwithstanding non-compliance with (a) and/or (b) above, it has sufficient Dangerous Goods expertise within the shifts which waiver will be within forty-five (45) days of the effective date of the Bid.

(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, 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; No work, or layoff for more than thirty (30) months; Failure to respond to a notice of recall within five (5) working days; 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,

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:

(i) 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.

(ii) LEAVE OF ABSENCE FOR UNION ACTIVITIES:

Employees elected or appointed to a full-time position shall maintain and accumulate their seniority with the Employer so long as the employee maintains such full-time position with the Union. Such employee shall be granted a leave of absence without pay and benefits and be guaranteed reemployment at the end of such period with the same seniority if the employee is qualified to perform the duties which he/she previously performed for the Employer. The Union agrees that during the Leave of Absence for Union Activities the Employer shall have no obligation to the employee on the leave of absence arising under this agreement except upon his reinstatement as provided herein.

(E) 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 the 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.

(1) WORK FORCE REDUCTION AND RECALL:

(i) No Employee in the employ of the Employer shall 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 they were laid off. In the event of a recall, the laid off employee shall be notified by certified mail, with a copy to the Union, and if the employee fails to comply within five (5) working days of receipt of the notice, he shall lose all seniority rights under the Agreement and shall be considered a voluntary quit. The Employer will not utilize overtime to solely effectuate the layoff of employees.

(ii) If after a layoff during the term of this Agreement, the Employer has insufficient number of employees to fully occupy available and bidded import brokerage positions, the Employer may reassign qualified employees to the available import brokerage positions during the term of the bid,

notwithstanding the bid selection by the qualified employee. The Employer shall offer such qualified employees the available positions in seniority order. Should no such qualified employees elect to occupy the available position(s), the Employer will assign such available position(s) in the reverse order of seniority of qualified employees.

SECTION 13: NEW POSITIONS - VACANCIES

- (A) All new positions or permanent vacancies will be promptly bulletined by the Employer at places accessible to all employees covered by this Agreement. Bulletins will show classification, qualification, 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. The assignment will be made within a period of twenty (20) calendar days.



- (B) if the position is not filled within thirty (30) days after the bid is pulled off the board, it will be reposted for five (5) consecutive working days and if not filled will be subject to Section 3.
- (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 14: JOB SECURITY

- (A) In the event the Employer 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 reassigned to remaining work, in accordance with seniority and qualifications and the Employer shall have the option to rebid all work covered by this Agreement. 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.
- (D) SUBCONTRACTING:

The Employer agrees that no work or services, presently performed, or hereafter assigned to the Collective Bargaining Unit will be subcontracted. The Company may use temporary employees to fill in for bargaining unit members out on long term absences such as workers compensation and for distinct temporary projects. When used for temporary projects the use of temporary employees is meant to assist the Company in obtaining new work and not to reduce overtime, prevent the growth of the bargaining unit, or to replace people on vacation or sick leave. When the Company intends to use temporary workers for a project it must inform the union in writing at least two weeks in advance. If a temporary employee is employed more than 90 calendar days they shall become part of the bargaining unit.



SECTION 15: ARMED FORCES

- (A) Employees covered by this Agreement who become engaged in the military or naval services in any branch of the United States Government shall, when discharged, be re-employed by the Employer without loss of seniority, in accordance with applicable law. Unless otherwise provided by applicable law, the Employer shall have no responsibility to provide wages and/or benefits under this Agreement during the period of the service.
- (B) 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/her return, but prior to his/her anniversary date of the year in which the vacation is to be granted, which a serviceperson 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 serviceperson has returned to work six (6) months prior to his/her anniversary date of the year in which the vacation is to be granted, he/she shall not have missed work more than the twenty-five (25) days on which work was available to him/her. If he/she returned three (3) months prior to his/her anniversary date of the year in which the vacation is to be granted, he/she 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 16: MEDICAL LEAVE OF ABSENCE

- (A) Employees may from time to time request a legitimate Medical Leave of Absence which may be granted by the Employer.
- (B) Subject to applicable law (FMLA), an employee shall be entitled to an unpaid medical leave, starting when the employee leaves his or her regular work schedule after having provided appropriate notice as defined by the FMLA. Such employee must report his or her proven illness to the company and the probable length of absence, as permitted by law. The Employer will be guided by applicable FMLA law in determining employee eligibility for FMLA leave.
- (C) An employee returning from a medical leave must furnish a statement from his or her physician stating that he or she is able to assume the normal duties of his or her job. Upon returning, the employee shall be placed in a bidded shift.

SECTION 17: STEWARDS APPOINTMENT AND DUTIES

- (A) 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:
 - i. have been reduced to writing; or
 - ii. 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 however, the Steward shall be granted eight (8) hours a quarter for Union duties away from the Employer's premise. Such time shall be paid by the Employer.

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 the last employee, to be laid off and, the first to be recalled and, under no circumstances shall be discriminated against by the Employer. Any additional applications of this section for Stewards must be justified as being directly related to the proper performance of the Steward's duties as permitted by applicable law. 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 18: 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 RECORDING

The Employer must provide a "time recording method" to record hours worked (e.g., time clock, mobile application, or other commercially acceptable technology). Employees shall use the time recording method selected by Employer to clock or sign (i) in at the beginning of their shift; (ii) out at the beginning and in at the end of their meal period; and (iii) out at the end of their shift. The time recorded by the time recording method shall be definitive.

- (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) Any employee required to appear *in* court or arbitration proceeding at the request of the Employer or at the summons of *any* governmental agency related to the Employer's business, 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.
- (J) When an employee is required to appear in court for the purpose of testifying because of an accident he/she may have been involved in during working hours while on duty 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.
- (K) Communications and/or letters relative to discipline in 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.



- (I) The Company will put all employees to a January calendar in year 2 of this agreement for all paid time off (vacations, floaters & sick time) no employee shall suffer any reduction in PTO due to this adjustment.

SECTION 19: HEALTH & WELFARE

- (A) The Employer agrees that the Trust Agreement establishing the Local 295 Employer Group Welfare Fund 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 Agreement of Trust made and establishing the Local 295 Employer Group Welfare Fund. The Company agrees to contribute the following amounts (per bargaining unit member) to the Local 295 Employer Group-Welfare Fund for each week the bargaining unit member appears on the Company's payroll:

- i. Effective September 1, 2021 - \$480.00
- ii. Effective September 1, 2022 - \$504.00
- iii. Effective September 1, 2023 - \$530.00

Contributions shall be made to the Fund on or before the tenth (10th) day of the succeeding month on account of contributions due for the immediately preceding month. 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 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.

SECTION 20: PENSIONS

- (A) The Employer agrees that the Trust Agreement establishing the Local 295 Employer Group Pension Fund shall be deemed to be as though fully set forth herein and the terms thereof shall be deemed incorporated in this Agreement as though hereinafter set forth. The Employer agrees that upon execution of this Agreement it will be deemed a signatory to

the Agreement of Trust made and establishing the Local 295 Employer Group Pension Fund.

- (B) Contributions shall be made to the Fund on or before the tenth (10th) day of the succeeding month on account of contributions due for the immediately preceding month.

(1) For the pension coverage that the Employer is now contributing \$203.50 per week per covered, **(Tier I Pension)** the Employer agrees to contribute to said Local 295 Employer Group Pension Fund the following:

- i. As of September 1, 2021 - \$213.50 per week per employee
- ii. As of September 1, 2022 - \$223.50 per week per employee
- iii. As of September 1, 2023 - \$233.50 per week per employee

(2) Part-time employees and employees transferred to this facility under the terms of the side agreement made a part thereof, the pension coverage that the Employer is now contributing \$131.01 per week per covered employee, **(Tier II Pension)** the contributions shall increase as follows:

- i. As of September 1, 2021 - \$137.45 per week per bargaining unit employee
- ii. As of September 1, 2022 - \$143.89 per week per bargaining unit employee
- iii. As of September 1, 2023 - \$150.33 per week per bargaining unit employee

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.

- (C) The Employer assumes full responsibility for coverage for all employees 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) All newly hired employees will enter the Tier I Pension Fund upon their

one (1) year anniversary.

SECTION 21: FRINGE BENEFIT COLLECTIONS

- (A) In the event the Employer actually defaults in payment of Pension and/or Welfare contributions as per Sections 19 and 20 of this Agreement, and notice of such actual 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 actual default is not paid within sixty (60) days after said notice of default, then the provisions for Section 23 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 by the Union 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. Prior to such determination the Union shall afford the Employer ten (10) days in which to remedy the alleged noncompliance and if necessary, the Union will meet with the Employer to review the documentation.

In the event the Employer has within the previous twelve (12) month period been the recipient of a 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.

- (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

Cash Disbursements 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, when 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. 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 ten (10) 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 and additional interest there upon at the prime rate charged by Banker's Trust or twenty percent (20%) of the delinquency, whichever is greater, together with attorneys' fees, cost of any suit and any audit required.

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 22: PROTECTION OF RIGHTS

- (A) It shall not be a violation of this Agreement and it shall not be cause for discharge, disciplinary action or permanent replacement 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.
- (B) No employee covered by this Agreement may be discharged or otherwise disciplined for refusing to cross a primary picket line which is determined to be lawful.
- (C) Employees covered by this Agreement can be subjected to a polygraph test and will be required to provide fingerprints upon request and upon hire in accordance with applicable State and Federal Law.

SECTION 23: STRIKES & STOPPAGES - GRIEVANCES & ARBITRATION

- (A) The Union, bargaining unit employees and the Employer agree that there shall be no strike, lockout, tie-up, sympathy strike or any work stoppage during the term of this Agreement. 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, such dispute or grievance shall be settled in the following manner.

Step 1:

Within ten (10) business days of the event rising to the grievance or within ten (10) business days from an employee's return to work if he



or she is not actively working but otherwise enjoying the benefits of the Agreement, a grievance must be filed and within five (5) business days thereafter a meeting will be held between the employee, Shop Steward and an authorized Manager of the Employer.

Step 2:

If the grievance is not settled within five (5) business days after the Employer's response to step 1, or if no response by the Employer in Step 1, then the designated Union Business Agent, an authorized Manager of the Employer and the Shop Steward shall meet in an attempt to dispose of the grievance within five (5) business days.

Step 3:

- (1) Within ten (10) business days after the Step 2 meeting either party may submit the grievance for arbitration under the Rules and Regulations of the Federal Mediation and Conciliation Service.
 - (2) The Employer shall only discharge and/or discipline for just cause. It is understood that all newly hired employees shall have a ninety (90) day probation period during which they may be discharged without recourse to the Grievance/Arbitration procedure.
 - (3) Failure of any party involved to comply with the Arbitrator's decision within ten (10) business days thereafter, will allow the imposition of liquidated damages not to exceed twenty (20) percent of the monetary award.
- (B) A mutual settlement of the grievance pursuant to the procedures set forth herein and/or a decision of the Arbitrator shall be final and binding on all parties and the employees involved. The Arbitrator, as the case may be, shall not have the authority to add to or subtract from or modify any terms of this Agreement. The parties may by mutual agreement utilize the services of the AAA from time to time.
- (C) It is further agreed that in all cases of an unauthorized strike, walkout, 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 including discharge and such employees shall not be entitled to or have any recourse to any other provision of this Agreement. In case of a second unauthorized strike, walk-out, or any other unauthorized cessation of work in violation of this Agreement during the term of this agreement, the Employer, shall have the right to discipline, including discharge at any time.

- (D) The Arbitrator may, upon demand from the Union and upon the submission of proof by the Union evidencing that the Employer has failed to meet the wage, welfare, pension, check-off provisions and/or any other provisions of this Agreement, require the posting of a cash bond by the Employer. Failure to post such bond shall be reason for the termination of this Agreement.

SECTION 24: FEDERAL & 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) The Employer agrees to cooperate toward the prompt disposition of employee on-the-job injury claims. An employee who is injured on the job, and is sent home, or to a hospital, or who must obtain medical attention, shall receive pay at the applicable hourly rate for the balance of his regular shift on that day. An employee who has returned to his regular duties after sustaining a compensable injury who is required by the Workmen's Compensation doctor to receive additional medical treatment during his regular scheduled working hours shall receive his regular hourly pay for such time. In the event that an employee sustains an occupational illness or injury while away from his terminal, the employer shall provide transportation by bus, train, plane or automobile to his terminal if and when directed by a doctor.

The Employer agrees to provide any employee injured locally, transportation at the time of the injury, from the job to the medical facility and return to the job, or to his home if required.

- (C) As to the restroom facilities and work areas, the Employer must provide sanitary conditions for the employees covered by this Agreement.
- (D) Sexual Harassment
- (1) The Employer and the Union agree that sexual harassment, as herein defined, is a violation of the law, and will not be tolerated or condoned by either party. Sexual harassment is defined as
- i. any unwelcome sexual advances, requests or demands for sexual favors; or
 - ii. any statements or actions of a sexual nature which create a hostile working environment for an individual employee/reasonable person. This includes such actions by managers, supervisors, co-employees, union officials, and third parties.



SECTION 25: TRANSFER OF COMPANY TITLE OR INTEREST

- (A) This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event the operation covered by this Agreement is sold, leased, transferred, or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceeding, such operation shall continue to be subject to the terms and conditions of this Agreement, unless otherwise required by law. The Employer shall give notice of the existence of this Agreement to any purchasers, transferee, lessee, assignee, etc., of the operation covered by this Agreement or any part thereof including rights only. Such notice shall be in writing with a copy to the Union, at the time seller, transferor or lessor executes a contract or transaction as herein described. The Employer shall not use any transaction as described herein to evade the terms of this Agreement, unless otherwise required by law.
- (B) When two or more Employers merge their operations within Nassau, Suffolk, Queens, Bronx and Brooklyn counties in New York, then the employees Full Time, Reduced Schedule Employees, and Part Time Employees of the respective Employers shall be placed on one seniority roster in the order of the earliest date of hire of each of the employees with their respective Employer.
- (C) When an Employer acquires or purchases control of the business of another Employer within Nassau, Suffolk, Queens, Bronx and Kings Counties in New York, then the employees of the Employer so acquired or purchased shall be placed on the bottom of the acquiring or purchasing Employer's seniority roster in the order of their payroll, or employee's seniority with former Employer.
- (D)
 - i. In the event the Employer changes its operation, which has a direct impact on employees covered by this Agreement in terms of layoffs and commences operations as a result, the present contract shall prevail at the new terminal(s) or location(s) if located in Nassau, Suffolk, Queens, Bronx, and Kings counties in New York and the displaced employees shall have a right in keeping with their seniority to move to the new terminal(s) or location(s) with all seniority rights.
 - ii. In the event the Employer changes its operation which has a direct impact on employees covered by this Agreement in terms of layoff and commences operations as a result, located in Sullivan, Dutchess, Orange, Putnam, Ulster, Westchester, Bronx, Manhattan, Richmond and Rockland Counties in New York; Litchfield, Fairfield and New Haven Counties in Connecticut; Sussex, Passaic, Warren, Union, Bergen, Morris, Hunterdon, Somerset, Middlesex, Monmouth, Ocean, Hudson, and Mercer Counties in New Jersey, such displaced employees shall have a right to be transferred to the aforementioned

new terminal(s) and location(s) and the Employer and Union shall meet and discuss the economic impact on such displaced employees which shall not be subject to Article 23. The Employer agrees that it will not change its operations and commence new operations at new terminal(s) and/or locations with the intention of adversely affecting the employment of employees covered by this Agreement or in order to evade its terms.

SECTION 26: MAINTENANCE OF STANDARDS

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 unless otherwise provided under this Agreement, -

SECTION 27: COMPANY RULES

The Company may establish such Company Rules as it deems necessary or desirable, provided that such rules are not in conflict with this Agreement, and further provided that no such Company Rule shall become effective without forty-eight (48) hours written notice to the Union.

SECTION 28: TRAINING

As business & operational needs permit the Company shall post a training sign-up lists for employees who meet pre-qualified requirements for such position and will train a reasonable number of employees from those who request such training on a non-discriminatory basis. Then deemed qualified by the Company 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 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.

SECTION 29: SAVINGS CLAUSE

If any Article or Section of the Agreement or of any Supplements or Riders thereto should be held invalid by operation of law or by any tribunal or competent jurisdiction or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Supplements or Riders thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either Employer or Union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. There shall be no



limitations of time for such written notice. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after receipt of the stated written notice, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provisions of this Agreement to the contrary.

SECTION 30: NON-DISCRIMINATION

- (A) The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin or age.
- (B) The Company and the Union agree that there will be no discrimination by the Company or the Union against any employee because of his or her membership in the Union or because of any employee's lawful activity and/or support of the Union.
- (C) Whenever any words are used in this Agreement in the masculine gender, they shall be construed as though they were also used in the feminine gender.

SECTION 31: TEAMSTERS' BENEFIT PROGRAMS

The Employer shall deduct from the paychecks of those employees who authorize the Employer in writing to do so sums charged for the employees' participation in the Teamsters' 401(K), DRIVE and short term/long term disability programs.

SECTION 33: DURATION CLAUSE

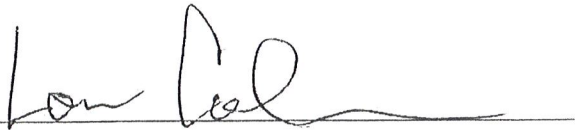
This Agreement shall constitute the full and binding agreement of the parties and shall be in full force and effect from March 1, 2024 AND INCLUDING 11:59 PM February 29, 2025.



IN WITNESS WHEREOF, THE PARTIES have hereunto set their hands and seals
this 29th day of April, 2022.

LOCAL UNION 295, Affiliated With
The International Brotherhood Of
Teamsters

BY:



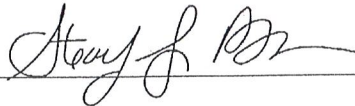
Lou Calemine,
President

4/29/22

Date

SCHENKER, INC.

BY:

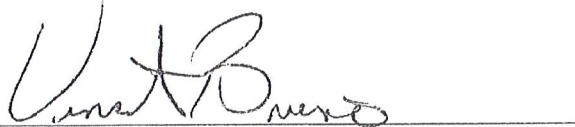


Stacey J. Brown,
Chief Human Resources Officer

4/29/2022

Date

BY:

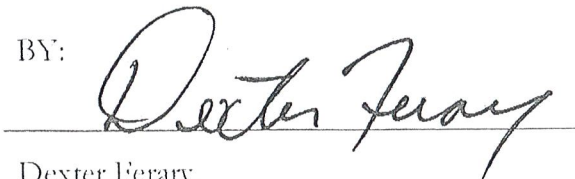


Vincent Bruno,
Vice President

4-29-2022

Date

BY:



Dexter Ferary,
Job Steward

4.29.2022

Date