

2021-2026

MASTER AGREEMENT
Between
LOCAL UNION 295



affiliated with the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
33 W. HAWTHORNE AVE, SUITE 29, VALLEY STREAM, NY 11580
Telephone: (516) 568-1970

And

KUEHNE + NAGEL, INC.
154-09 156TH STREET, JAMAICA, NEW YORK 11434
(718) 481-9700

WITNESSETH:

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

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

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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New York, New York

Agreement entered into between KUEHNE & NAGEL AIRFREIGHT INC. (hereinafter called the "Employer," or the "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 September 1, 2021 to and including August 31, 2026.

SECTION 1: WAGES

Current regular full time Bargaining Unit employees shall receive the following across the board wage increases for all unit employees who are not in the wage progression for new hired employees: Effective September 1, 2021 – 75 cents per hour wage increase; Effective September 1, 2022 – 50 cents per hour wage increase; Effective September 1, 2023 – 75 cents per hour wage increase; Effective September 1, 2024 – 50 cents per hour wage increase; Effective September 1, 2025 – 75 cents per hour wage increase. The above increases are reflected in the schedules of hourly wage rates detailed below.

Starting Wage Rates:

(A) Warehouse/Dockworker

- i. Starting Rate - \$19.00
- ii. Year 2 - \$21.00
- iii. Year 3 - \$23.00

(B) Class "B" Driver

- i. Starting Rate - \$21.00
- ii. Year 2 - \$23.00
- iii. Year 3 - \$25.00

(C) Class "A" Driver

- i. Starting Rate - \$23.00
- ii. Year 2 - \$25.00
- iii. Year 3 - \$27.00

(D) Part-Time employees hired on or after September 1, 2021 shall be paid on an individual anniversary basis as follows:

Effective	\$/Hour
Year 1 of employment	15.00 per hour during the 90-day probationary period and then 15.50 per hour for the balance of year 1.

Year 2 of employment	16.00 per hour
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Year 3 of employment	17.00 per hour
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(D) Employees promoted to or required to perform work in a higher classification shall be paid no less than the rate being paid to other employees in that classification.

(E) If the Employer desires to hire new employees at a rate of pay above the contractual hiring rate, it may do so as long as it first discusses the rate with Local 295 and the parties reach agreement as to hiring rate and the new employees' place in the wage progression.



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

(G) There is a 90-day probation period for all new hires which means that the employee may be terminated at the discretion of management without recourse to contractual grievance procedure. It is also understood that Part Time employees will not be subject to vacation pay provisions under this Agreement and shall receive an abbreviated holiday schedule detailed under revised holiday provision. Health and Welfare contributions will be made by the Employer 30 days following hire date (or in any event in compliance with current administrative practice) and 90 days following hire date for Pension contributions.

SECTION 2: HOURS

(A) A full-time employees work week shall be guaranteed to consist of five (5) consecutive date, eight (8) hours each day, within the bidded seven (7) day period, including one half (1/2) hour pay for the one (1) hour meal period. All regularly scheduled work performed on an employee's regularly scheduled workdays (five (5) days per week in an employee's bidded seven (7) day period) shall be paid at the employee's regular straight hourly rate. All work performed on an employee's 6th workday in a bidded 7-day period will be paid for at the overtime rate of 1.5 times the regular straight time hourly rate. All work performed on an employee's 7th workday in his/her bidded 7-day period will be paid for at the rate of two times the employee's regular straight time hourly rate. All work performed in excess of 40 hours per week or 8 hours in a day shall be paid for at the rate of 1.5 times the employee's regular straight time hourly rate. All employees performing work on a 6th or 7th day in the employee's bidded 7-day period will be guaranteed a minimum of four (4) hours of work opportunity or pay for the day.

(B) A day's work shall be exclusive of one (1) hour for lunch, which period shall not start before the end of the fourth hour and not later than the sixth hour. Any employee requested to work during his/her lunch period shall be compensated at the rate of time and one-half for that lunch hour, regardless of what part of that lunch hour is actually worked.

(E) Employee's time worked shall be computed from time required to report at the garage or terminal and to the time of return to the same garage or terminal. Employees shall not work overtime, or on a sixth or seventh day during any period when employees covered by this Agreement are laid off.

(F) Any employee who begins work prior to their scheduled starting time with management approval shall be paid time and one-half for all such time worked and shall be paid a minimum of eight (8) hours work following their scheduled starting time.

(E) Mandatory overtime may be scheduled by the Employer with at least one hour of prior notice. A minimum of two (2) hours of pay will be guaranteed. Such overtime will be solicited in order of seniority, and if no employees or an insufficient number of employees voluntarily agree to work the overtime, mandatory overtime may be enforced in reverse order of seniority.



(F) The company may utilize part-time employees up to a maximum of 25% of the full-time workforce, e.g., if there are twenty (20) full time employees, the Company may utilize up to five (5) part-timers.

(G) A part-time employee's work week shall be guaranteed to consist of five (5) consecutive days, five (5) consecutive hours each day, within the employee's seven (7) day period. All hours worked in excess of eight (8) in any day shall be paid at the overtime rate of time and one half. No part-timer will be used to avoid giving overtime to a full-time employee.

(H) Part-timers who successfully bid a sixth (6th) or seventh (7th) day shall be guaranteed a minimum of five (5) hours pay at time and one half for the sixth (6th) day or double time for the seventh (7th) day.

(I) if a part-timer is scheduled to work a Saturday or Sunday the company must offer an equal amount of fulltime employees the opportunity to work shifts with similar starting times on Saturday or Sunday.

(J) In the event a part-timer works more than six (6) hours in any given day they shall receive a thirty (30) minute unpaid meal break. Said meal break shall be taken between the fourth (4th) and sixth (6th) hours of work.

(K) No part-timer shall work in excess of thirty (30) hours per week.

(L) If a part-timer becomes a regular full-time employee their seniority will be based upon the original date of hire as a part-timer.

SECTION 3: OPERATIONS COVERED

(A) The Employer recognizes the Union as the sole collective bargaining representative for all employees performing functions involved in and associated with trucking, warehousing, and delivery of goods, including all drivers, warehouse employees, helpers, switchers, platform employees, mechanics, garage employees, fuelers, and all clerical employees. The jurisdiction of the Union shall consist of, but shall not be limited to, all shipments moving into and out of the airports set forth below, all piers, all warehouses, and all heliports within the areas designated on the map attached hereto as "Appendix B":

JFK; LaGuardia; Newark; Stewart Field;
White Plains; MacArthur; Teterboro; Bridgeport; Republic

The parties understand and acknowledge that the Union's jurisdiction is intended to be and is described herein in the broadest sense permitted by law. The description of the Union's jurisdiction set forth herein is intended by the parties to be a work preservation clause.

(B) This Agreement shall be binding upon the parties hereto, their successors, administrators, executors, transferees, and assigns. In the event an tire operation or any part thereof is sold, leased, transferred, or taken over by sale, transfer, lease, assignment, receivership or bankruptcy



proceeding or any other form, such operation shall continue to be subject to the terms and conditions of this Agreement for the full term set forth herein. The Employer shall give notice of the existence of the Agreement to any purchases, transferee, lessee, assignee, etc., of the existence of and operations covered by this Agreement at least thirty (30) days prior to consummation of the intended transaction. Such notice shall be in writing, with a copy to the Union by certified mail thirty (30) days prior to the time the seller, transferor, or lessor executes a contract or transaction as herein described. The Union shall also be advised of the exact nature of the transaction and reserves the right to veto any of the above-named transactions if any of the above-named procedures are not adhered to by the Employer.

SECTION 4: OPENING OR CLOSING OF TERMINALS OR BUSINESS LOCATIONS

- (A) In the event the Employer changes its operations within the geographic jurisdiction of the Union as set forth in the map contained herein, the present employees and present contract shall prevail at the new terminal(s) or location(s), and the displaced employees or the employees affected shall have a right in keeping with their seniority to move to the new terminal(s) or location(s), with all seniority rights. In the event the Employer moves outside the jurisdiction of the Union and has no existing terminal(s) or branch(es), he shall first offer employment to present employees who are affected or will be affected at the new terminal(s) or branch(es). In the event the Employer operates more than one terminal or branch and closes an existing terminal or branch and thereby increases the number of employees in the remaining terminal(s) or branch(es), the employees affected by the closing of their terminal(s) or branch(es) shall have full seniority rights, wages and ours presently enjoyed in the area previously serviced.
- (B) In the event the company is bought, sold, acquires or merges with another company employees will be dove tailed in seniority according to their hire date.
- (C) The operation of all trucks, tractors, trailers or any other vehicle owned by or leased to, by, on behalf of, or through the Employer, while used for delivery and/or pick-up or used in interlining, anywhere within the jurisdiction of this Union, shall be performed exclusively by employees of the Employer covered by this Agreement.
- (D) Perishable Field Work- The Employer may, for the term of this Agreement, continue to perform the Perishable Field Operations that it is currently performing under the same terms and conditions that currently apply to this work, with the same number of employees. If during the term of this Agreement, the Employer believes that it needs to increase the number of employees performing this work, or increase the amount of that work, it will approach the Union to discuss this issue.

SECTION 5: HOLIDAYS

- (A) For employees hired prior to September 1, 2011 the following days shall be considered holidays under this Agreement: NEW YEAR'S DAY; MARTIN LUTHER KING'S BIRTHDAY; PRESIDENT'S DAY; GOOD FRIDAY OR YOM KIPPUR (employee's option); MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; DAY AFTER THANKSGIVING DAY; CHRISTMAS EVE



DAY; CHRISTMAS DAY; NEW YEARS' EVE; AND THREE (4) PERSONAL DAYS.

- (B) Regular full-time employees hired on or after September 1, 2011 will receive total of eleven (11) holidays. Said holidays will be as follows: NEW YEAR'S DAY; MARTIN LUTHER KING'S BIRTHDAY; PRESIDENT'S DAY; GOOD FRIDAY OR YOM KIPPUR (employee's option); MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; CHRISTMAS DAY; and two (2) personal days.
- (C) If a part-time is scheduled to work on any of the following 6 holidays, they will be paid holiday pay in the amount of five (5) hours straight time for NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY in addition to pay for the hours worked on the holiday. Part-timers will only be offered the holiday week if there are not enough full-time employees available and willing to perform the work.
- (D) Employees must work the last scheduled day before a holiday and the first scheduled working day following the holiday to be eligible for holiday pay unless time off on these days has been excused with pay and pre-approved by management.
- (E) All hours worked on the following Holidays for regular full time employees shall be paid at the rate of two (2x) times the regular rate of pay with a minimum guarantee of eight (8) hours work or pay in addition to the Holiday pay: NEW YEAR'S DAY; MARTIN LUTHER KING'S BIRTHDAY; PRESIDENT'S DAY; GOOD FRIDAY OR YOM KIPPUR (employee's option); MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; DAY AFTER THANKSGIVING DAY; CHRISTMAS EVE DAY; CHRISTMAS DAY; NEW YEARS' EVE;
- (F) 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 rate shall apply until he/she completes his /her work.
- (G) Employees who elect to work on a Holiday evening and whose work ends on the following day, shall be paid at the Holiday rate until /she has completed his/her work.

SECTION 6: 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.

The Employer remains able to subcontract excess Trucking Work as they are currently doing as long as: (a) At the time of the subcontracting, there are at least eleven (11) trucking/warehouse employees working for K+N; (b) the Excess Trucking Work is done by WTC (as is currently being done) or another company that has a collective bargaining agreement with Local 295.



SECTION 7: 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 in good standing 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 good standing in the Union. 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 good standing in the union. 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.
- (B) 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.

SECTION 8: ADDITIONAL EMPLOYEES

When the Employer needs additional Bargaining Unit employees, they shall notify the Union and the Union will supply suitable applicants from an accurate, fully publicized out-of-work list maintained by Local 295. 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 may fill positions from any source as long as it advises the Union of vacancies and considers applicants sent by the Union. The Employer retains the right to reject any job applicant referred by the Union. The Union agrees not to refer applicants who are on strike at the time of referral.

SECTION 9: SUPERVISOR 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.

SECTION 10: SENIORITY

(A) Seniority shall prevail, in that the Employer recognized 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 and a second may be posted to be effective on September 1 of each succeeding contract year. The schedule 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 and passes (No. 1, 2, 3, N.Y. Coast Guard Pass, Custom House, etc.). The company will post full time vacation replacement bids in conjunction with the general bid up to a maximum of ten percent (10%) of the 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 their 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 company as a Bargaining unit employee.

(B) Within thirty (30) days after signing 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 such 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 said ten (10) day period shall be submitted to the grievance procedure as established in this Agreement.

(C) Seniority shall be broken only by:

- a. Discharge for just cause
- b. Voluntarily quit
- c. No work or lay off for more than one (1) year
- d. Failure to respond to a notice of recall
- e. Unauthorized leave of absence
- f. Unauthorized failure to report for work for three (3) consecutive days when work is available.
- g. Voluntary leaving of the classification of work covered by this Agreement and remaining in the employ of the employer in some capacity.

Any employee who is absent because of proven illness or injury shall maintain their seniority for a period of three (3) years.

(D) In the event the employee shall suffer a revocation of their driver'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 their regular earning at the time of revocation of license, for the entire period of revocation of license and shall be reinstated in the seniority he/she held prior to revocation of his/her driver's license, after said license is restored.

SECTION 11: GUARANTEED WORK FORCE

(A) If any employee is hired subsequent to the effective date of this Agreement and 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 employee are to be returned to work in the reverse order in which they were laid off. The event of a recall, the laid off employee shall be notified by certified mail with a copy to the Union, and if the employee fails



to comply, he/she shall lose all seniority rights under the Agreement and shall be considered a voluntary quit. In the event of a layoff occurring under this Section, whether or not prior or subsequent to the effective date of this Agreement, during the period of such layoffs there shall be no overtime, sixth- or seventh-day work assignments or the utilization of all outside truckers or subcontractors.

- (B) This Section 11 shall apply only to the current employee, who will be named in Schedule 1 (One) to this Agreement, and as provided, layoffs of this employee will be pursuant to the above language.

SECTION 12: LEAVE OF ABSENCE

Any employee desiring leave of absence from his/her 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. The employee shall not engage in gainful employment in any industry during the period of absence. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee.

SECTION 13: 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, which 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 Local Union and shall be deducted in accordance with the dues deduction authorization provided by the Union.

- (B) When an Employer actually makes a deduction for dues, initiation fees and assessments, in accordance with a statement received from the Union, he/she shall remit same, and in the event such deductions was made and the Employer fails to remit such monies to the Union, he/she shall be assessed 20 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. In the event the Employer is in violation of this Section, after receipt of seventy-two (72) hours written notice of any specific delinquencies, the Union may take any economic action against such Employer regardless of any provisions of this Agreement.

SECTION 14: STEWARDS

- (A) The Employer recognize the right of the Union to designate Shop (Job) Stewards and Alternates from Employer's seniority list. The authority of Shop Stewards and Alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:



- a. The investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement;
- b. The collection of dues when authorized by the appropriate Local Union official;
- c. 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.

Shop 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 Shop Stewards 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, under no circumstances shall be discriminated for or against by the Employer.

(B) Shop Stewards will be granted super-seniority for lay off and recall purposes only. Any additional application of super-seniority must be justified as being directly related to a Shop Steward's duties and as permitted by law.

SECTION 15: LEADS

"The Company and Union agree to allow bargaining unit employees to serve in a lead capacity, as hereinafter defined, in any of the classifications and/or Departments covered by the Master Agreement in accordance with the operational needs of the business under the conditions set forth herein.

The position is an appointed position and is assigned at the Company's direction. Seniority will not be a deciding factor. Workload will dictate the number of and the areas where these positions will be assigned.

This position is a working position and will be under direct supervision of a Supervisor or Manager serving in a non-supervisory capacity only. Their responsibilities include the coordination, set up and assisting in the daily operation of assigned accounts in the routine preparation of reports, training and direction of fellow unit employees in the proper performance of their work duties. Leads may not discipline employees under the provisions of the main Agreement, and may not, under any circumstances, countermand an instruction or direction issued by management/supervision.

Employees serving in a lead capacity shall receive \$4.00 added to their base hourly rate of pay but not exceed \$3.00 above top hourly rate for all time worked in a lead capacity and such premium shall be included therein for the calculation of overtime pay, if any, as well as vacation, holidays, sick days, and bereavement.



Once the position has been awarded to an employee, the employee may at any time have the option to submit a written resignation. The company also retains the right to eliminate the position or remove an employee from the position at any time, with the same written notice.

- Written resignations will be submitted to the Operations Manager.
- Resignations will take effect 10 working days from notice. The Company and Union may mutually agree to a shorter notice period.
- Employees will be given the right to return to their previously held position. In any case the Lead position shall not follow the employee.
- The Lead will not have call back rights to a Lead Position. Filling such vacancies will be at the option of the Company.
- Lead premium pay shall be discontinued as and when a lead person leaves or otherwise downgrades from such lead position.”

SECTION 16: ACCESS TO EMPLOYER’S ESTABLISHMENT

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 and other Union-authorized communications, by the Local Union.

SECTION 17: PROTECTION OF RIGHTS

- (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 their 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 18: UNIFORMS

The employer agrees that if any employee is required to wear any kind of uniform as a condition of his/her continued employment, such uniform shall be furnished and maintained by the Employer, free of charge, at the standard required by the Employer. No employee shall be required to wear a uniform that does not bear the Union Label. Voluntary pooling arrangements for the purchase of uniforms shall not come within the scope of this Article.

SECTION 19: HEALTH AND 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 forth herein, and the terms therefore shall be deemed binding upon it as a signatory to the terms therefore shall be deemed binding upon it as a signatory to the terms to the Agreement of Trust made and establishing the Local 295 Employer Group Welfare Fund. Effective The Employer agrees to adhere to any increases deem effective by the Funds. Contribution 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.

Contributions to the Local 295 “C” Health Plan will be as follows:

September 1, 2021 – \$474.00 per week per member

September 1, 2022 – \$504.00 per week per member

September 1, 2023 – \$534.00 per week per member

(B) The Employer assumes full responsibility for coverage for all employees covered by Section 3, 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) Payments to the Welfare Fund must be continued during a strike.

(D) 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.

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

(F) The parties agree that they will re-open this Agreement during July 2024 in order to negotiate the Health & Welfare contribution rates for the contract years commencing on September 1, 2024 & September 1, 2025.

SECTION 20: PENSIONS

(A) The Employer agrees that the Trust Agreement establishing the Local 295 Employer Group Pension Fund shall be deemed to be 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) In the event the Employer defaults in payment of pension and/or welfare contributions per Sections 18 and 19 of this Agreement, and notice of such default is served upon the Employer via certified mail by the Administrator and/or Trustee of the respective Funds, and copies are sent to the UNION, Pension, and Welfare Fund Trustee, and if said default is not paid within five (5) days after said notice of default, then the provisions for Section 27 shall be deemed cancelled, 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 Trustee of each respective Fund shall have the right to inspect all books, records, papers, and reports of the Employer, and to interview all employees of the Employer as they in their sole discretion deem necessary to permit the Administrator and/or the Trustees of the Funds to determine



whether the Employer is making full payments to the Funds of the amounts required by this Agreement. A determination on such audit and inspection to the effect that the Employer has failed to remit his required contribution shall be deemed a default within the meaning of this Section.

In the event the Employer has within the previous twelve (12) month period had 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 his paragraph.

(C) The Employer assumes full responsibility for coverage for all employees covered by Section 3, 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.

(D) Payments to the Pension Fund must be continued during a strike.

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

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

Full-Time Pension Contributions

- September 1, 2021 - \$213.50 per week per full-time member
- September 1, 2022 - \$223.50 per week per full-time member
- September 1, 2023 - \$233.50 per week per full-time member
- September 1, 2024 - \$243.50 per week per full-time member
- September 1, 2025 - \$253.50 per week per full-time member

Part-Time Pension Contributions

- September 1, 2021 - \$93.68 per week per part-time member
- September 1, 2022 - \$98.07 per week per part-time member
- September 1, 2023 - \$102.46 per week per part-time member
- September 1, 2024 - \$106.85 per week per part-time member
- September 1, 2025 - \$111.24 per week per part-time member

SECTION 21: PICK-UPS AND DELIVERIES

(A) 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 obliged 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.

SECTION 22: LABOR PRACTICE

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

(B) The Local Union shall have the right to seek recovery from the Employer in its own name and on behalf of the employee 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) The Employer, regardless of number of employees employed, must provide a time clock. Employees currently in the bargaining unit shall not be required to punch in or out at any other time during their workday other than at the beginning and end of their shift and their lunch break when the employee is completely freed from duties during the meal period” the employee alone punching in at the beginning of his/her shift and punching out when his/her shift ends.

(E) When check 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 to the employee at the same time he/she receives his/her cash wages. Employees paid in cash shall be paid at any time on usual payday.

(G) Payroll records of the 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 at any arbitration proceeding at the request of the Employer or Unions or at the summons of any governmental agency for a work-related incident, 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/she may have been involved in during working hour for a work-related incident, such employee shall be reimbursed in full for all time lost unless the driver 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 and any actions taken by the Employer against an employee with matters relative to progressive discipline shall be removed after twelve (12) months from issue date and matters in connection with pattern attendance issues shall be removed after eighteen (18) months, and once removed will not be considered a part of his/her permanent employment record nor may be used in any proceeding.

SECTION 23: STARTING PLACE, TRAVELING EXPENSE, ETC.

Any employee leaving his/her truck or automobile for night tie up or storage in a different place than he/she 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/she shall be paid traveling time and transportation expenses. Any employee sent outside the metropolitan district shall be paid hotel, meal and traveling expenses.

SECTION 24: VACATIONS

Employees may break up one (1) week of vacation into five (5) separate vacation days. This request must be done at the beginning of the vacation period. Picking these vacation days will follow the same guidelines for that is currently in practice now. Days can be picked during the vacation scheduling by seniority. Once the vacation picks are completed any additional vacation days will be done on a first come basis.

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

After one (1) year:	Three (3) weeks
After twelve (12) years:	Four (4) weeks
After twenty (20) years:	Four (4) weeks plus a \$500.00 bonus each year.

New employees hired on or after ratification who have not completed one year's service by April 1 shall receive one and one-half (1 1/2) days for each full month worked to a maximum of ten (10) working days. If an employee starts before the fifteenth (15th) day of the month, he/she shall be granted one and one-half days for that first month.

(B) All fulltime employees hired on or after ratification shall be allowed vacations which are to be determined in accordance with the following schedule:



After one (1) year:	Two (2) weeks
After six (6) years:	Three (3) weeks

(C) The qualifying period for the 2021 vacation shall be April 1, 2021 to March 31, 2022 and the 2022 vacation, April 1, 2022 to March 31, 2023 and for the 2023 vacation, April 1, 2023 to March 31, 2024 and the 2024 vacation, April 1, 2024 to March 31, 2025 and for the 2025 vacation, April 1, 2025 to March 31, 2026.

(D) 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.

(E) The vacation period for the eligible employees shall consist of consecutive days, provided that in 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.

(F) The Employer may not change the time of an employee's vacation once scheduled, except by mutual consent.

(G) 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.

(I) The pay which an employee shall be entitled to receive for his/her vacation shall be determined as follows:

One (1) weeks' 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.

(J) 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 his/her earnings for that week, the pay to which he/she would have been entitled had he/she been on vacation or, upon Agreement, reschedule his/her vacation period.

(K) 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.

(L) To qualify for a vacation, an employee must have been employed by the Employer for one (1) or twelve (12) or more years, respectively, prior to April 1 of the year in which the vacation is to be granted.

(M) All employees shall be paid for all vacation time due according to the schedule listed herein. There shall be pro-rating of vacation time when an employee's employment ends. In the event an employee severs his/her employment with the Employer for any reason, the employee



shall receive all vacation pay due within two (2) weeks after the employee has terminated. EXAMPLE: An employee who has over twelve (12) years of service would be entitled to a total of four (4) weeks' vacation pay from the past year and would also receive four (4) weeks' vacation pay for the year in which he/she terminated his/her employment for any reason.

(N) No part-timers shall receive vacation time.

SECTION 25: 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, domestic partner, the Employer shall grant such employee hired prior to September 1, 2011 five (5) working days off with pay. Employee's hired on or after September 1, 2011 shall receive three (3) working days off with pay for the immediate family members mentioned above. 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 26: SICK LEAVE

The parties acknowledge the requirements set forth in the New York State Labor Law Section 196-b and agree that the paid time off benefits set forth in this Agreement are (i) comparable to the leave provided in the New York State Paid Sick Leave Law, and (ii) comparable to the leave provided in the New York City Paid Safe and Sick Leave Law, and they agree to waive compliance with the specific provision of the City Law."

(A) For all employee's hired prior to September 1, 2011 the employer agrees to grant each such employee 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 for sick pay.

(B) For all employee's hired on or after September 1, 2011 the employer will grant each such employee seven (7) paid sick days per year after their first year of service. All paid sick days shall be paid at the employee's regular rate of pay, including premium and night shift pay in each contract year. The Employer may require verification of the employee's eligibility for sick pay.

(C) 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/her employment for any reason. There shall be no prorating of sick leave.

(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 eleven (11) days sick leave.

SECTION 27: JURY DUTY

It is agreed that employees required to report for Jury Duty shall receive the difference in their regular daily rate of pay and their jury duty pay up to ten (10) days and twenty (20) days for federal grand jury.

SECTION 28: STRIKES AND LOCKOUTS, GRIEVANCE AND ARBITRATION

(A) The Union and the Employer agree that there shall be an absolute prohibition against strikes, lockouts, tie-ups, or work stoppages, the only exceptions being failures to comply with the award of an arbitrator and/or failure to comply with Section 13 of the contract. There shall be no 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 an 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:

Step 1: Between the aggrieved employee, Steward and Foreman of the department involved. If not settled within five (5) working days, then,

Step 2: Between a business representative of the Union or other person designated by the Union and the plant superintendent or other company designee. If not settled within fifteen (15) working days, then notification shall be made to American Arbitration Association for referral of the dispute to arbitration pursuant to the rules of the AAA. The parties shall be limited to a single panel of Arbitrators for selection purposes. Nothing shall preclude the Union from proceeding immediately to arbitration with respect to a particular grievance.

Step 3: In determining just cause, the Arbitrator shall include, but not be limited to, the following conduct:

- a. Drunkenness, drinking during working hours (including lunch time), or being under the influence of liquor or drugs during working hours (including lunch time);
- b. Theft;
- c. Unprovoked assault on his/her Employer or his/her Employer's representatives during working hours;
- d. Carrying unauthorized passengers in Employer's vehicles;
- e. Preparing and maintaining any false statements and documents intended to deceive the Employer.

Failure of any party involved to comply with the Arbitrator's award within ten (10) days thereafter, will remove restrictions against any legal or economic recourse by the other party as prohibited by Subdivision A of this article.

B. The Arbitrator may make such decision or award or disposition of the matter as to them seems just and which, in addition to awarding any sum of money or damages or other relief may contain provisions commencing or restraining acts of conduct. The arbitrator is not empowered to add to, delete from, or amend the terms of the collective bargaining agreement.



C. 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 or have any recourse to any other provision of this Agreement.

D. 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.

E. The Arbitrator shall, 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 provision 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 29: 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. 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 Worker's Compensation doctor to receive additional medical treatment during his regularly scheduled working hours shall receive his regular hourly pay for such time. In the event that an employee sustains an occupation 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 injury from the job to the medical facility and return to the job, or to his/her home if required.

In the event of a fatality arising in the course of employment while away from his/her terminal, the employer shall return the deceased to his/her home.

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/her 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/she submits to his/her 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 employee 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. Trucks must have a heater, defroster and windows that are in good working condition. In the event the foregoing are defective, the Employer shall put same in good working condition within three (3) consecutive working days after proper notification. Heaters, defrosters and windows presently on trucks manufactured prior to above date will not be removed from the trucks and the Employer will make every effort to maintain them in working condition.

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

(E) "The parties acknowledge the requirements set forth in the New York State Labor Law Section 196-b and agree that the paid time off benefits set forth in this Agreement are (i) comparable to the leave provided in the New York State Paid Sick Leave Law, and (ii) comparable to the leave provided in the New York City Paid Safe and Sick Leave Law, and they agree to waive compliance with the specific provision of the City Law.

(F) NY Paid Voting Leave - Employees may receive up to two hours of **paid** time off to **vote** if they do not have "sufficient time to **vote**." An employee is deemed to have "sufficient time to **vote**" if an employee has four consecutive hours to **vote** either from the opening of the polls to the beginning of their work shift, or four consecutive hours between the end of a working shift and the closing of the polls.



SECTION 30: ARMED FORCES

A. Employees covered by this Agreement who become engaged in the military or naval service in any branch of the United States Government shall, when discharged, be immediately re-employed by the Employer without loss of seniority.

B. Returning servicemen/women who would be entitled to receive a vacation under the Soldiers' and Sailors' Relief Act by virtue of this Agreement shall receive a vacation or pay in lieu thereof as set forth above. The number of days after their return, but prior to their anniversary date of the year in which the vacation is to be granted, which a serviceman/woman may have missed from work and still qualify for the vacation, shall be apportioned to the time since his/her return to work. For example, if a service person has returned to work six (6) months prior to their anniversary date of the year in which the vacation is to be granted, they shall not have missed work more than the twenty-five (25) days on which work was available to them. If they returned three (3) months prior to his/her anniversary date of the year in which the vacation is to be granted, they 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 31: 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 rules shall become effective without written approval of the Union.

SECTION 32: 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. The Employer further agrees that it will in no way seek to enforce or impose any subsequent Agreement or Master Agreement affecting the air freight industry which will reduce any of the standards established by this Agreement.

SECTION 33: SAVINGS CLAUSE

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.

SECTION 34: MISCELLANEOUS

A. Safety Standards and Principles

The Company and the Union agree that the nature of work performed in warehouse and distribution facilities by employees is recognized as potentially hazardous. Therefore, the Union and the Company will cooperate in the endeavor to maintain a safe, healthy, and secure work environment. The Company agrees that no employee should work or



be directed to work in a manner or condition that does not comply with accepted safety practices or standards as established by the Company's Quality, Safety, Health and Environment (QSHE) Department, Department of Labor, State of New York, and other applicable regulatory requirements. This does not imply the Union is in any agreement with mandated vaccines. Any such implementation shall be subject to bargaining.

B. Company Responsibilities

Recognizing the inherent risk(s) in a warehouse and distribution setting, the Company is obligated to provide a safe workplace and to educate employees on proper safety procedures and use of protective and safety equipment. The Company is committed to responding to legitimate safety concerns raised by employees. The Company will comply with federal and state safety standards, including requirements relating to the use of protective devices and equipment.

C. Employee Responsibilities

Employees will contribute to a healthy workplace, including not knowingly exposing themselves and others to conditions that would jeopardize the safety, health, security and/or wellbeing of themselves or others. Employees are obligated to work in a safe manner, including but not limited to:

- 1.) Observation of safe practices pertaining to their work;
- 2.) Use of proper safety devices and protective equipment as required by the Company;
- 3.) Proper care for company issued personal protective equipment; and
- 4.) Prompt reporting to management of any:
 - a. occupational injury or illness,
 - b. safety risk or hazard,
 - c. incident, accident and/or near miss

Regardless of the degree of severity

Tag out - Shut off power and place a tag out device/notice on the equipment to indicate that it can't be operated until the tag out device is removed by management, and it has been deemed safe to operate.

D. Accident/Incident Reporting

OSHA recognizes that: 1) Reporting a work-related injury or illness is a core employee right and retaliating against a worker for reporting an injury or illness is illegal discrimination under section 11(c) of the OSH Act and 2) Employers have a legitimate interest in establishing procedures for receiving and responding to reports of injuries, accidents, incidents, or "near misses".

Any accident, incident, or "near miss," no matter how slight the injury or damage, must be reported to management as soon as practically possible for appropriate action.

The supervisor is responsible for taking appropriate follow-up action, including getting medical attention for anyone injured, completing an investigation report, and recommending or implementing appropriate corrective actions.



The primary purpose of the accident investigation is to identify the cause(s) of the accident, incident or "near miss" and take action to prevent a similar occurrence in the future. OSHA encourages employers to maintain and enforce legitimate workplace safety rules in order to eliminate or reduce workplace hazards and prevent injuries from occurring in the first place.

- E. The company will agree to allow all unit employees to participate in the Teamsters 401K plan, the DRIVE program and the Short- and Long-term disability programs.

SECTION 35: MANAGEMENT RIGHTS

Except as otherwise provided in this Agreement, the Employer retains the exclusive right to manage and run its business. These rights include, but are not limited to, the right to hire, direct and schedule the employees; to plan, direct and control operations; to promulgate reasonable rules and regulations after discussion with the Union; to discipline bargaining unit employees for just cause; to carry out the ordinary and customary functions of management.

SECTION 36: DURATION

This Agreement shall constitute the full and binding Agreement of the Parties and shall be in full force and effect from September 1, 2021 to August 31, 2026.

IN WITNESS WHEREOF THE PARTIES HERETO have set their hands and seals this
3 day of December, 2021.

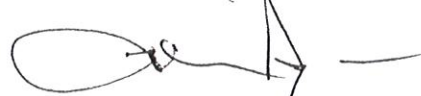
Teamster Local 295


Lou Calmine President


Vincent Bruno Vice President

Cathy Minei Shop Steward

Kuchne - Nagel



John Dyer VP HR/Labor Relations


Edward Figueroa Branch Manager

Kerianne Vetterlein, SHRM-CP

Appendix “A” Discipline

“No employee shall be subjected to discipline or discharge without just cause, except when discharge is for layoffs, downsizing, reductions in force, job eliminations or other such reasons predicated on business conditions as provided for in Section 35 - Management Rights. Just cause for discipline including dismissal from employment, shall include those causes of the type listed below.

“Just Cause” is defined as “the employee’s failure to satisfactorily perform job duties or misconduct that is demonstrably and materially harmful to the Company’s legitimate business interests.” Factors include:

- Whether the employee knew or should have known of the Company’s policy, rule, or practice that is the basis for progressive discipline or discharge;
- Whether the Company provided relevant and adequate training to the employee;
- Whether the employer’s policy, rule, or practice, including the utilization of progressive discipline, was reasonable and applied consistently;
- Whether the Company undertook a fair and objective investigation into the job performance or misconduct; and
- Whether the employee violated the policy, rule, or practice or committed the misconduct that is the basis for progressive discipline or discharge.

Offenses by employees are of two general classifications: 1) Serious Offenses, which justify a termination without any prior verbal or written warning or other attempts to correct the conduct of the employee involved, and 2) Less Serious Offenses, which follow a progressive disciplinary process designed to correct behavior and/or performance which are not acceptable in the operation and/or work environment.

The following lists of causes are for purposes of illustration and are not considered to be all inclusive.

Serious Offenses

1. Absent for three (3) consecutive days with no notice
2. Theft; Stealing of Company property and/or customer products or property of a co-worker
3. Violence or threats of violence in all forms involving employees, customers, suppliers, and/or others who regularly do business with the Company.
4. Falsifying employment records or timecards
5. Sleeping on the job
6. Insubordination (such as the willful or intentional failure to obey a lawful and reasonable request of a supervisor and/or unprotected insolent behavior) Note: Said order must be given three (3) times to give employee an opportunity to comply.
7. Violation of Substance Abuse Policy
8. Conviction of any crime involving moral turpitude (such as, but not limited to: domestic violence, assault & battery, child pornography, sexual conduct with a child, burglary, etc.)



Less Serious Offenses

In cases of less serious violations, the following progressive steps shall be followed:

- Step 1 – Written Warning (Verbal)
- Step 2 – Written Warning (Documented)
- Step 3 – Written Warning (1 day suspension)
- Step 4 – Written Warning (3-day suspension)
- Step 5 - Termination

Disciplinary steps up to and including dismissal from employment are based on any combination of circumstances amounting to just cause. In determining the proper step of progressive discipline for a current violation, the Company shall not consider any past progressive discipline, which was discussed with the employee, more than twelve (12) months prior to the current incident.

Discharge

Except as written in paragraph 2 above, the Company shall not discharge nor suspend any employee without just cause. In all cases involving the discharge or suspension of an employee, the Company must notify the Shop Steward at the time of the discharge or suspension.”

1. New Section Attendance and Tardiness Policy

- A.** “In order to maintain a productive work environment, the Company expects employees to be punctual in reporting for scheduled work.

Employees who are unable to be at work on time or are unable to work as scheduled must personally notify immediate supervisor or attendance hotline via telephone in advance of the tardiness/absence (unless a verifiable emergency makes it impossible to do so. In these circumstances, employees will need to assign a party to call on their behalf). It is not sufficient to leave a message via voicemail, e-mail or text with a coworker or someone else that is not in a management position. Employees who fail to give proper notice of attendance problems in advance, will be subject to disciplinary action as detailed below.

All parties agree to a 5-minute grace period for shift start times, i.e., an employee is not considered late until the sixth minute after their scheduled start time.

- B.** Time off for the following reasons will not count as points under the Tardiness and Attendance Policy.

- 1) Approved vacation
- 2) Paid Sick Days, if eligible
- 3) Holiday(s) / Personal Day(s)
- 4) Approved medical or FMLA leave
- 5) Approved leave for Jury Duty (Documented)
- 6) Approved Military Leave
- 7) Approved Bereavement Leave
- 8) Approved unpaid personal leave
- 9) Approved Worker’s Compensation leave



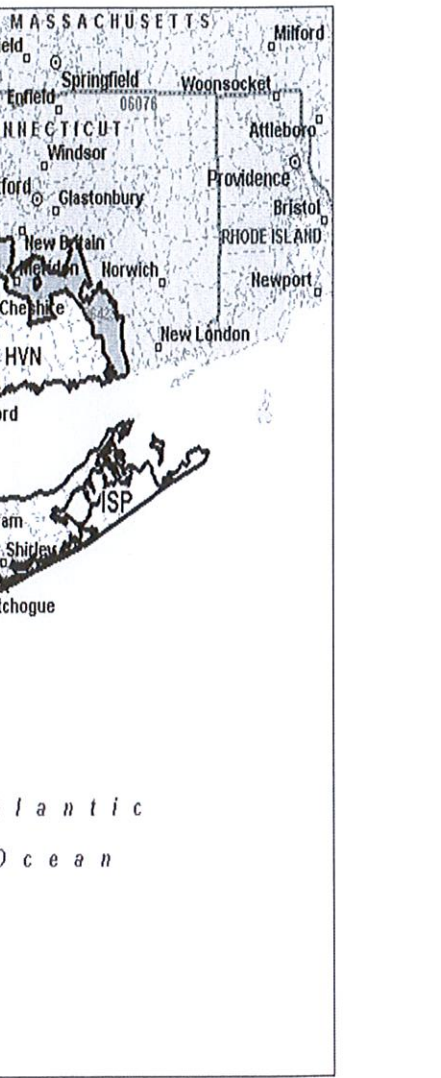
- 10) Business closings (emergencies, inclement weather, etc.) approved by the Company.
 - 11) Absences initiated by management when an employee's illness might have a negative impact to co-workers and/or the business.
- C. Unapproved absences, for other than those listed above, will count as points under the Tardiness and Attendance Policy.

The following guidelines define points in the Tardiness and Attendance Policy and apply to all regularly scheduled hours and voluntary and mandatory overtime.

<i>Description</i>	<i>Points</i>
<i>1) Tardiness Less Than or Equal to 1 Hour</i>	<i>½</i>
<i>2) Tardiness More Than 1 Hour</i>	<i>1</i>
<i>3) Failure to Call Within ½ Hour of Scheduled Start Time</i>	<i>1</i>
<i>4) Unauthorized Leave Early</i>	<i>1</i>
<i>5) Unapproved Absence</i>	<i>2</i>

Disciplinary Steps

<i>Occurrence</i>	<i>Corrective Action</i>
<i>3 Points</i>	<i>Verbal Warning</i>
<i>4 Points</i>	<i>Written Warning</i>
<i>6 Points</i>	<i>Written Warning (1 day suspension)</i>
<i>8 Points</i>	<i>Final Warning (3-day suspension)</i>
<i>10 Points</i>	<i>Termination</i>



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