

SUMMARY OF LOCAL 295 AIR EXPRESS INTERNATIONAL, U.S.A., INC. SUPPLEMENTAL AGREEMENT

Driver / Warehouse

- *The parties reserve the right to correct inadvertent errors and omissions*
- *Additions and new language are underlined and bold*
- *Where no reference is made to a specific Article or Section, thereof, such Article and Section are to continue as in the current Agreement or Supplement, as applied and interpreted during the life of such Agreement.*

MEMORANDUM OF SETTLEMENT

BETWEEN

Company: AEI, Inc.

AND

Union: Teamster Local 295 Drivers / Warehouse

The undersigned representatives of both the Company and the Union hereby agree to this document as the basis of settlement of all matters in dispute and agree to recommend its acceptance unanimously to their principals for ratification.

The term of this Agreement is: January 1, 2018 to December 31, 2020. The CBA will be edited as required to reflect this term of Agreement.

Section 1 - Wages

Class A Tractor Trailer Drivers -\$0.75/hr. differential

Section 4 – Holidays

(I) All employees may use one of their floaters as a “personal day” each vacation bid year. The employee must give the Employer at least twenty four (24) hours’ notice of the desire to use a floater as a personal day and the Employer will grant the request on a first come first serve basis, however not more than one (1) per day. The goal of the Floating Holiday bid process is to enable employees to schedule and use their Floating Holidays in a manner that provides all

employees the opportunity to use the Floating Holidays in a timely manner as well as the Company to meet its service requirements. As such, employees who do not schedule and use their Floating Holidays in the manner prescribed in this Agreement will forfeit the unused portion of their Floating Holiday entitlement for that year. T/A

Section 15 – Labor Practices

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

Section 17 – Vacations

(C) The Employer shall post the vacation schedule no later than March 1, to be effective April 1, of each year, and shall give preference to the senior employees. The Employer shall have the right to schedule the number of employees who shall receive vacations at a particular time. Vacations shall be scheduled on a year-round basis according to seniority and classification. **The goal of the vacation bid process is to enable employees to schedule and use their vacation time in a manner that provides all employees the opportunity to have vacation time in a timely manner as well as the Company to meet its service requirements. As such, employees who do not schedule and use their vacation time in the manner prescribed in this Agreement will forfeit the unused portion of their vacation entitlement for that year. T/A**

Section 28 - Part-Time Workforce

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

- a. Part-time employees shall constitute no more than ten percent (10%) of the total workforce, three of whom can be hired without CDL's who must obtain a CDL within one hundred fifty (150) days of their hire date.
- b. The hiring rate for part-timers during this contract shall be \$20.00 per hour—T/A
- c. Part-timers may work Sunday through Friday for up to five (5) hours per day with a minimum guaranty of four (4) hours per day with a maximum of twenty five (25) hours per week. Part time employees shall not work holidays unless the full time workforce has been exhausted. **No part timer shall be scheduled back to back. T/A**

d. Part-timers shall not receive any wage increases or benefits under this Agreement, other than provided in this Section. T/A

e. The Employer shall make no health and welfare contributions for part-timers.

f. The Employer shall pay per week into the pension fund for part –time employees. employees effective 9/1/2017, \$ However, part-time employees who work over 1,000 hours in any calendar year will have contributions made on their behalf at the full-time rate. This item is to be updated to reflect the hourly benefit increases contained in the Master Agreement.

*See National Economics

g. In the event vacancies on the full-time roster become available, existing part-timers shall be offered those positions in order of seniority, provided they are qualified. If promoted to full-time, their seniority shall revert back to the original date of hire. Wages will be based on the original date of hire and HW&P will be paid as of the date promoted to full-time. If no part-timer accepts the position, then the Employer may hire from the outside.

h. In the event a layoff becomes necessary, the employer shall lay off part-timers beginning with the least senior.

j. In the event a layoff of full time employees becomes necessary, the employer shall:

- Offer available part time opportunities, by seniority to the full time employees who are to be laid off.

- If a full time employee who is to be laid off accepts the part time work opportunity, the employee shall be paid his regular hourly rate of pay only for hours actually worked. The employee shall be eligible for participation and the employer shall make the required contributions to the health & welfare plans as well as the pension plan contained in this Agreement if the employee actually works the hours which meet the eligibility requirements of these Plans. .

- Reduce the percentage of part timers from ten (10%) percent to five (5%) percent. T/A

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

k.—After working eighty (80) hours in a calendar year, a part-timer shall accrue one (1) hour of sick leave for every thirty (30) hours worked to a maximum of forty (40) hours per calendar year. Accrued but unused sick leave shall be paid out on the third pay period in January of the year following of the accrual. T/A

1. Part-timers shall work pursuant to a monthly bid, and shall be given at least three (3) business days noticed of layoff or recall.

Appendix A

Purpose *See National Economics

This Appendix modifies certain provisions of the Collective Bargaining Agreement as would apply to employees hired after the date of ratification.

Section 1 – Wages

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

<u>Start</u>	<u>\$20.60</u>
<u>Year 1</u>	<u>\$22.20</u>
<u>Year 2</u>	<u>\$23.60</u>
<u>Year 3</u>	<u>\$25.30</u>
<u>Year 4</u>	<u>\$26.80</u>

Any negotiated hourly wage increases will not be applied to the foregoing hourly wage progressions. *See National Economics

- ❖ *Except as noted, along with changes in the Health & Welfare and/or the Pension fund and/or hourly Wages rates as allocated above and normal housekeeping, date changes etc. All other language will remain unchanged and intact.*