

SUMMARY OF LOCAL 299 AIR EXPRESS INTERNATIONAL, U.S.A., INC. SUPPLEMENTAL AGREEMENT

- 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.

SUPPLEMENTAL TO THE AEI MASTER AGREEMENT

THIS AGREEMENT, made and entered into this first day of **January, 1 2018**, by and between **AIR EXPRESS INTERNATIONAL USA, INC.** located at 11101 Metro Airport Center Drive, Romulus, MI 48174, hereinafter referred to as the “Employer” or “Company” and **TRUCK DRIVERS LOCAL UNION NO. 299**, affiliated with the International Brotherhood of Teamsters, AFL-CIO, located at 2741 Trumbull Avenue, Detroit, MI 48216, hereinafter referred to as the “Union”. T/A

ARTICLE 40: RECOGNITION, UNION SHOP AND CHECKOFF [NO CHANGE]

ARTICLE 41: PROBATIONARY and CASUAL EMPLOYEES [NO CHANGE]

The Employer may hire replacement casual employees as needed to replace absent regular employees due to illness, pending acceptance and return to work following notice of recall, vacations or other absences. To be considered a replacement casual, the casual must work on the same day the absence occurred, doing the same work the absent employee would have done and start within two (2) hours of the absent employee’s start time. Casual employees shall be paid eighty-five (85%) of the full time rate and not receive any other benefits or seniority status from the Collective Bargaining Agreement. Casuals shall not supplement the workforce. The Company shall hire immediately to the seniority list where the casual performed supplemental work. A casual worker will be guaranteed eight (8) hours work. The Company shall supply the local union with a monthly list of casual names, hours worked and whom they replaced. T/A

ARTICLE 42: UNAUTHORIZED ACTIVITY AND UNION LIABILITY [NO CHANGE]

ARTICLE 43: SENIORITY

SECTION 1: DEFINITION: Seniority as defined and provided for within this Article shall apply only to full-time employees who have completed the probationary period. Employer seniority for employees governed by this Agreement shall be defined as the period of employment with the Employer since the employees last date of hire. Terminal seniority for the employees covered by this Agreement shall be defined as the period since the employee's last employment at the physical location covered by this Agreement. All dock employees will be on one (1) Master Seniority List.

There will be a **DTW Operations Agent** Seniority List and a **DTG Operations Agent** Seniority List **and a Dock Seniority List** . T/A

SECTION 2: SENIORITY RIGHTS: Company seniority shall be recognized for determining vacation **time**. Terminal seniority shall be recognized providing the employee is capable of performing the available work. In case of layoff, recall after layoff and job vacancy within the bargaining unit. T/A

If requested by the local union, in writing, within sixty (60) days after the effective date of this Agreement, one steward shall be granted super-seniority for layoff and recall. Any additional application of super-seniority for stewards must be justified as being directly related to the proper performance of the stewards duties as steward and permitted by applicable law.

SECTION 3: [NO CHANGE]

SECTION 4 JOB ELIMINATION: [NO CHANGE]

SECTION 5: SENIORITY TERMINATION: [NO CHANGE]

SECTION 6: POSTING SENIORITY LIST: [NO CHANGE]

SECTION 7: BIDDING WITHIN BARGAINING UNIT: [NO CHANGE]

SECTION 8: ASSIGNMENT OF WORK LOCATION AND EQUIPMENT:
Assignment or work locations and equipment shall not be subject to seniority.
[NO CHANGE]

ARTICLE 44: LEAVE OF ABSENCE

SECTION 1: VALIDATIONS: [NO CHANGE]

SECTION 2: UNION ACTIVITY: [NO CHANGE]

SECTION 3: ILLNESS AND DISABILITY LEAVE: [NO CHANGE]

SECTION 4: PERSONAL LEAVE OF ABSENCE: Any employee desiring leave of absence from the Employer shall secure written approval from both the Union and the Employer. Such approval **will** not exceed ninety (90) day calendar days. An employee may apply for extension of ninety (90) calendar days which may or may not be approved by Employer and Union. T/A

An employee using leave of absence as a subterfuge shall forfeit his/her seniority rights and job.

An employee shall not accept employment elsewhere while on leave of absence unless mutually agreed upon between the Employer and the Union. Failure to comply with this provision shall result in complete loss of seniority rights of the employee.

SECTION 6: EMPLOYEE BENEFITS: [NO CHANGE]

SECTION 7: HEALTH AND WELFARE AND PENSION COVERAGE: [NO CHANGE]

ARTICLE 45: DISCHARGE, SUSPENSION AND DISCIPLINE

SECTION 1: [NO CHANGE]

SECTION 2. UNIFORM RULES AND REGULATIONS: [NO CHANGE]

ARTICLE 46: GRIEVANCE PROCEDURE

[NO CHANGE]

ARTICLE 47, STEWARDS

[NO CHANGE]

ARTICLE 48: PAY PERIOD

[NO CHANGE]

SEPARATION OF EMPLOYMENT: Upon **an employee's termination of employment, resignation or layoff, the** Employer shall pay all money due to the employee **no later than the end of the second pay circle following the employee's termination, resignation or layoff.** -T/A

ARTICLE 49: HOURS OF WORK AND PAID FOR TIME

SECTION 1: The work-day shall consist of eight and one-half (8 1/2) consecutive hours inclusive of a one hour (1) hour lunch period. The work-week shall consist of five (5) consecutive work days **within a seven day period (Monday thru Sunday).** T/A

Regular employees shall be guaranteed forty (40) hours work or pay, if available for work. For purposes of this Agreement, the term "workday" shall refer to a work shift and shall not refer to a calendar day. It is further agreed that a work day commencing on one calendar day and ending on another calendar day shall, for the purposes of this Agreement, be considered as one work day. T/A

SECTION 2: [NO CHANGE]

SECTION 3: [NO CHANGE]

SECTION 4: All work performed on Saturday, excluding those employees who are scheduled Tuesday through Saturday **or a Wednesday to Sunday**, shall be considered as overtime and the employee shall be paid at the rate of time and one-half (1 ½) the straight time hourly rate. T/A

The Company may implement a workweek that will consist of five (5) consecutive days within a seven day period (Monday thru Sunday) **The employees in DTW, DTG and the Dock who were red circled in Monday thru Friday positions under the April 1, 2014 to December 31, 2016 Agreement shall continue to be red circled in the Monday thru Friday positions for the term of this Agreement.** T/A

-T/A

New employees and current employee who choose to take an alternate work schedule will fall under the following for work on the 6th day worked and 7th day worked: All work performed on the sixth (6th) day worked shall be paid at the rate of time and one-half (1 ½), all worked performed on the seventh (7th) day worked shall be paid at double (2) the straight time hourly rate.

T/A

SECTION 5 [NO CHANGE]

SECTION 6: [NO CHANGE]

SECTION 7: [NO CHANGE]

SECTION 8: [NO CHANGE]

SECTION 9: [NO CHANGE]

SECTION 10: [NO CHANGE]

SECTION 11: [NO CHANGE]

SECTION 12: [NO CHANGE]

SECTION 13: **If the Company deems an absence needs to be covered off, the Company shall offer the work opportunity by seniority to employees who are qualified to do the available work.**

If an absence which the Company deems needs to be covered off is expected to last an extended period of time, the Company shall offer to qualified employees on lay-off the opportunity to do the available work.

After the Company has done the foregoing, the Company may use qualified casuals to have the available work done.

T/A

ARTICLE 50: MEAL PERIOD

[NO CHANGE]

ARTICLE 51: SPLIT SHIFTS:

[NO CHANGE]

ARTICLE 52. TIME CLOCKS:

[NO CHANGE]

ARTICLE 53: HOLIDAYS:

SECTION 1: ELIGIBILITY AND RECOGNIZED HOLIDAYS:

Regular full-time employees, who are not on authorized leave of absence **and have completed the Probation Period**, will be eligible for eight (8) **hours of holiday pay or** in the event a four (4) day work week is implemented **ten (10) hours of holiday pay**, for the following holidays, providing they work their last scheduled shift prior to or their first scheduled shift after the holiday, except in cases of proven illness or injury or unless absence has been mutually agreed to: T/A

[NO CHANGE] to the remaining Sections

ARTICLE 54: VACATIONS

SECTION 1: SCHEDULING: Schedule for vacations shall be posted December 1st of each year and vacations shall be granted by seniority. Employees shall be permitted to use up to one (1) week of accrued vacation in one (1) day increments unless earning four (4) weeks vacation at which time employee may use two (2) weeks in one (1) day increments. The qualifying period for vacations shall be January 1 thru December 31 of each year. The number of week's vacation granted will be based on the years of employment achieved as of - December 31st of each year.

A vacation relief shift may be included as part of the shift bid, to be bid prior to April 1st for the succeeding twelve (12) month period.

SECTION 2: AMOUNTS:

Length of Service at December 31	Amount of Vacation Weeks / Hours	Accrual Rate (Hours per month per calendar month)
One (1) Year	2 Weeks / 80 Hours	6.67
Two (2) Years	2 Weeks / 80 Hours	6.67

Five (5) Years	3 Weeks / 120 Hours	10
Ten (10) Years	4 Weeks / 160 Hours	13.33

T/A

The Company will maintain the current practice for the accrual and scheduling of vacation time for employees with less than one (1) year of service at December 31.

-T/A

Employees may elect to receive forty (40) hours of pay in lieu of one (1) week of vacation time. If an employee chooses to have the forty (40) hour payout, this payout shall be made within two (2) pay periods from the date the written request was received by the Company. T/A

SECTION 2: COMPUTATION: Vacation pay shall be computed at the employees regular straight time hourly rate earned by such employee prior to starting his/her vacation and shall be computed at forty (40), eighty (80), one-hundred twenty (120), one-hundred sixty (160) or two-hundred (200) hours times such straight time hourly rate dependent upon the number of weeks vacation to which said employee is entitled under Section two (2) above. Past practice shall prevail both as to the time of taking vacation and the number of employees entitled to be off on vacation at any time provided that a minimum of fifteen (15%) percent **with a minimum of two (2) employees from each seniority list** shall be permitted to **be** on a vacation-T/A

T/A

SECTION 2a: [NO CHANGE]

SECTION 3: ADVANCE VACATION PAY: [NO CHANGE]

SECTION 4: HOLIDAY DURING VACATION PERIOD [NO CHANGE]

ARTICLE 55: SICK DAYS

Effective January 1 of each year, all seniority employees shall be entitled to eight (8) sick days. T/A

All employees of an Employer becoming signatory to this Agreement who have been employed for one (1) year or more on the effective date of this Agreement shall have sick days according to the schedule described above and all employees of an Employer becoming signatory to this agreement having been employed for less than one (1) year shall have due them (1/2) sick day for each month of employment according to the schedule herein described. T/A

Paid sick days will be earned during the course of the year on the basis of two-thirds (2/3) sick day for each month of employment according to the schedule herein described. T/A

———— T/A

Unused sick days shall be paid to the employees on or before the pay day prior to Christmas of each year. Unused sick days will be paid on a one-hundred (100%) basis. There shall be a maximum of eight (8) sick days payable as above described. T/A

The Employer, at its discretion, may require an employee who calls in sick on two (2) or more consecutive days, to produce a doctor's certificate.

**ARTICLE 56. MAINTENANCE OF STANDARDS:
(refer to Master Agreement Article 6)**

ARTICLE 57: HEALTH AND WELFARE BENEFITS

The Employer shall contribute to the Michigan Conference of Teamsters Health and Welfare Fund which is to be administered jointly by the parties the sum of:

Effective: 4/01/17 \$3478.25 weekly

[NO CHANGE] *See National Economics

For the 2018-2020 agreement term, any overage/windfall of the one dollar (\$1.00) per hour on Health Welfare and Pension will be calculated starting 2018 and be paid out in a lump sum in January following each contract year afterwards, provided employee is employed at the time of payment. Overage/windfall is defined as health and welfare costs plus administrative costs of twenty (0.20) cents per hour minus the one dollar (\$1.00) per hour negotiated. T/A

For illustration/example purposes only:

In April of 2018 the additional H&W contribution is sixty (.60) cents per hour. Adding in twenty (.20) cents provides a total contribution of eighty (.80) cents. The employees would be entitled to a lump sum in January 2019 at twenty (.20) cents per hour multiplied by their straight time hours paid for 2013 (i.e. $2080 \times .20 = \$416.00$).

ARTICLE 58. TRANSFER OF COMPANY TITLE OR INTEREST

[NO CHANGE]

ARTICLE 59. PICKET LINE

[NO CHANGE]

ARTICLE 60. STRUCK GOODS

[NO CHANGE]

ARTICLE 61: BEREAVEMENT

In the event of a death in the family (father, mother, wife, husband, brother, sister, son or daughter, and grandmother and grandfather and including foster parents and step-parents, great grandparents, mother-in-law, father-in-law, step-children and foster children), a regular employee shall be entitled to three (3) days bereavement pay. In the event of a death of a

brother-in-law or sister-in-law, the employee is entitled to one (1) day **of bereavement** pay.
T/A

A regular employee shall be entitled to **five (5)** days funeral leave during the **fourteen (14) day** period from the day of the death of the designated relative if all other conditions set forth herein are met. T/A

1. To be eligible for **bereavement** leave, the employee must attend or make a bona fide effort to attend the funeral. T/A
2. Pay for compensable **bereavement** leave shall be for eight (8) hours at the straight time hourly rate, or ten (10) hours in the event of a four (4) day, forth (40) hour work week. T/A
3. **Bereavement pay** is not ~~applicable~~ when the employee is on leave of absence, vacation or bona fide layoff. T/A
4. The relatives designated shall include brother and sisters having one parent in common and those relationships generally called “step” providing persons in such relationships have lived or have been raised in the family home and have continued in active family relationship.

ARTICLE 62. LOSS OR DAMAGE

[NO CHANGE]

ARTICLE 55: GENERAL

[NO CHANGE]

ARTICLE 63 BONDS

[NO CHANGE]

ARTICLE 64. COMPENSATION CLAIMS

[NO CHANGE]

ARTICLE 65. MILITARY CLAUSE

[NO CHANGE]

ARTICLE 66. NEW EQUIPMENT, OPERATIONS, CLASSIFICATIONS

[NO CHANGE] *See National Economics

ARTICLE 67. GENERAL

[NO CHANGE]

ARTICLE 68. EQUAL TREATMENT

[NO CHANGE]

ARTICLE 69 SEPARABILITY AND SAVINGS CLAUSE

[NO CHANGE]

This Agreement shall be in full force and effect from **January 1, 2018** to and including **December 31, 2020** and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

ARTICLE 70 GENERAL PROVISIONS:

Section 1: Reward and Recognition Programs; The Company reserves the right to establish Employee Recognition & Reward Plans, with potential monetary or like kind rewards for the purpose of rewarding employees who exceed expectations. Establishment and/or dissolution of any such plan is at the Company’s sole discretion.

Section 2: Background checks: where required by government agencies or a specific customer to handle their business will be conducted on an as needed basis.

Section 3: It is understood that New Technology being introduced during the term of this Agreement, may also be used by Management as a tool to manage the business. This language will not be construed to mean that Management will perform bargaining unit work.

Section 4: In the event of a shortage or missing check, the Company reserves the right to issue “auto pay cards” in lieu of manual checks.

Section 5: The buildings in which the Company conducts its business shall have hot and cold running water as well as indoor plumbing, including toilets. T/A

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this

SCHEDULE “A”

OFFICE AND CLERICAL WORKERS:

WAGES: *See National Economics

<u>January 1, 2018</u>	<u>\$.50</u>
<u>January 1, 2019</u>	<u>\$.50</u>
<u>January 1, 2020</u>	<u>\$.50</u>

The minimum wage rate for **all** new hires shall be **seventy-five (75%)** percent of the new base rate. This new hire rate shall increase to **eighty (80%)** percent after twelve (12) months of employment, **eighty-five (85%)** percent after eighteen (18) months of employment and one-hundred (100%) percent after twenty-four (24) months of employment. T/A

New hires shall be eligible to five (5) sick days once they have one year of service by December 31. Once a new hire reaches the one hundred (100%) percent wage rate

referenced above, he shall be eligible for the number of sick days referenced in this Agreement. T/A

A differential of one dollar (\$1.00) per hour shall be paid to all HAZMAT certified employees for all time actually spent performing HAZMAT work. In the event a portion of the day is spent performing HAZMAT work, time spent shall be calculated by rounding the actual time up to the nearest hour.

Lead Agent remains at one dollar (\$1.00) per hour additional second and third shift employees whose shifts starts between 1200 and 0400 will receive seventy cents (\$0.70) per hour additional.

401 (K) PLAN: [NO CHANGE]

DOCK EMPLOYEES:

All dock employees will be on one (1) Master Seniority List.

WAGES:

A. In addition to the hourly wage increase negotiated in the Master Agreement, the Dock Employees shall receive an additional fifteen cents (\$.15) per hour increase in each year of the Agreement effective January 1 of each contract year. T/A

A.	<u>1/01/18</u>	<u>1/01/19</u>	<u>1/01/20</u>
	<u>\$22.61</u>	<u>\$22.11</u>	<u>\$23.61</u>

B. Lead Agent position will stay in effect per the language under the previous Agreement.

PENSION: [NO CHANGE]

LETTER OF UNDERSTANDING
Between
AEI, USA INC (“the Company”)
And
TEAMSTERS LOCAL 299 (“the Union”)

The Union will agree to work with the Company to protect the work and the best interest of the customer by allowing the Company to schedule one (1) job bid on a Sunday thru Thursday shift, with the following stipulations:

- 1. All work assignments on the Sunday must be directly related to the Air Import break bulk work currently performed.**

2. Sunday will be the first day of the work week for this bid shift, and is exempt from Article 49 Section 5.
3. All current bids and start times on the DTW side shall remain the same until December 31, 2020, unless mutually agreed upon.
4. This Letter of Understanding shall expire on December 31, 2020 unless mutually agreed upon.
5. This Letter of Understanding may be terminated at any time by either party, with a seven (7) day written notice by the moving party. T/A

Letter of Agreement
Between
AEI, USA INC (“Company”)
And
Teamsters Local 299 (“Union”)

At the 2017 negotiations, the Company and the Union agreed to convert the Personal Days previously referenced in Article 55 to an additional week of vacation for all employees in the employment of the Company at date of ratification and for the term of their employment.

The Personal Days which had been referenced in Article 55 shall be converted to one (1) week of vacation time. An employee can either schedule this time as a week of vacation or can be paid out as forty (40) hours of pay, less required deductions. An employee who chooses to have the forty (40) hour payout, this payout shall be made within two (2) pay periods of when the Company receives the request.

This extra week of vacation will not be included in the thresholds used to determine the number of vacation weeks an employee may schedule vacation time in one (1) day increments.

Agreed: T/A