

# AEI Contract and Addendum Questions and Answers



## **Q**What is the purpose of AEI's New Forwarding Environment (NFE)?

**A**As you have already heard, AEI's parent, DHL Global Forwarding is implementing new, standardized worldwide protocol for both the processing and handling of air and ocean shipments around the globe. The Company's goal is to have the same platform, technology, terminology and station types for the freight forwarding business across all countries in which DHL GF does business. Essentially, the goal is for every customer to have the same air and ocean shipping experience with DHL GF in the U.S. as they would in Brazil or China or anywhere else in the world.

## **Q**Why do we have to have an Addendum to the Master Contract right now?

**A**Since conversion to NFE is occurring in 2014, the Addendum is necessary to allow the parties to have a full understanding of how the changes to some job duties are implemented and to protect the existing workforce and various job classifications as stations are transformed and some functions are consolidated. Your National Negotiating Committee and the affected Local Unions have met numerous times over the past eight months with AEI to ensure **to the highest possible degree** that jobs are protected and training is provided so that all AEI Teamsters continue to have the opportunity for full employment and the transition to NFE is successful for all the parties.

## **Q**The language looks pretty complicated in the Addendum. What kind of flexibilities does the Addendum allow?

**A**Because some stations are being redesigned based on new and expanded functions (billing and customer service are being separated for example), the Addendum gives the Company the ability to re-align and transfer some job duties for office clerical positions during the implementation phase. However, this does not mean, for example, that supervisors have the right to do bargaining unit work under the new work flow processes contemplated by NFE. In fact, one of the goals of NFE is to reduce the management levels at each station and train bargaining unit employees on new

technology and software so as to handle more customer service related tasks thus promoting office workers' job security.

## **Q**If I am one of the employees affected by NFE implementation, how do I know I'll still be able to keep my job in my station?

**A**Your current job duties may change but the Addendum and your Local Union agreement's bidding procedure secures your seniority rights to select from any available positions under NFE. It is affirmatively stated in the addendum that the basic functions of bargaining unit personnel will remain largely the same. Plus, the Addendum requires that AEI takes all reasonable efforts to insure that each Teamster member successfully completes training and attains the skills necessary to do their job. Furthermore, the Company cannot force an employee to relocate to another station to keep their job and all active full-time bargaining until employees will be guaranteed full-time employment by name at their current station for the term of the agreement. Seniority is the essential factor in job selection as employee preference and demonstrated ability are secondary factors. The Company is also required to post "reasonable, uniform and objective" criteria for evaluating job performance and training and the employer is expressly prohibited from giving significant consideration to subjective criteria like "positive attitude" or "personality."

## **Q**You've talked about some protections the Union negotiated as part of the new contract and Addendum. What specifically was the Union able to achieve for the bargaining unit?

**A**There are several key job security provisions that your Union fought for over the past several months:

- 1) All regular, active full-time bargaining unit employees as of ratification are "red-circled"—meaning you, by name, cannot be laid-off as a result of NFE and will be guaranteed full-time employment at your current station. The **only** exception is if the company suffers a long-term, extraordinary and severe loss of business. This no lay-off guarantee lasts for **one year beyond the term of the con-**



**tract, until 12/31/2017.** Furthermore, the Company cannot redistribute work in a manner that will cause the layoff of any red-circled employee.

- 2) The employment level at your station (number of red-circled employees) cannot be reduced. If a red-circled employee leaves the company for any reason, AEI has to "back-fill" to keep the headcount up to the red-circle number.
- 3) Just as important, the union got AEI to agree to keep the ratio of union to non-union employees the same so they can't grow the non-union side at the expense of total Teamster employment across all stations.

We believe these three factors are extremely important job security provisions that will maintain and grow the Local Union's membership with AEI over the coming years.

**Q**What if I don't like what I'm experiencing with the New Forwarding Environment in my station and want to leave after a couple of months under the new system?

**A**First, any and all grievances concerning the NFE and its implementation will be handled on an expedited manner. Second, it is intended that the NFE in accordance with the Addendum provide opportunity, training, and security for bargaining unit employees while minimizing hardship and uncertainty. Third, if any active employee so desires, he/she can resign or retire within 90 days of ratification (or the beginning of training) and receive a severance package that includes forty (40) hours of pay for **each** year of service up to 26 (twenty-six) weeks with a minimum of four weeks paid. In addition, your health and welfare and retirement/pension will be paid for each week that severance is paid.

**Q**The Addendum seems geared for addressing office changes but I'm a warehouse worker and we also have some driving positions at my station. What's in it for us?

**A**All the same protections for office workers extend to driver/dockworkers too. The addendum does not allow the company to subcontract out any driving work performed by the bargaining unit and the dock and warehouse jobs have all the same job security provisions outlined above, including the severance package if so desired. While the company has indicated there may be some changes to how freight is processed in the warehouse due to the global requirements of NFE's new technologies (labeling was cited for example) all the measuring, unloading and loading will continue to be done by Teamsters as it has in the past.

**Q**What assurances do we have that AEI management in the stations understand and will abide by the new Contract and Addendum?

**A**While the Union does not control this end of the process, we have fought hard to let the company know it needs to train its supervisors and managers about the intent and limitations contained in the Addendum. The parties have agreed that any disputes under the Addendum will go straight to the National Grievance Committee and be adjudicated on an expedited basis so as to be resolved as quickly as possible.