

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

- *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 - Clerical

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 – Recognition

Change Local Union 851 to Local Union 295

Section 2 – Classifications

Change ~~\$12.00~~ to **\$14.00** & ~~\$13.00~~ to **\$15.00**

(I) 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 a full time official of the Local Union to discuss the issue and reach a mutually agreeable resolution. T/A

Section 6 – Hours

G. Part-Time Workforce

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

1. Part-time employees shall constitute no more than ten percent (10%) of the total full time workforce rounded to the nearest zero. In the case of a .5 the number will be rounded up.
2. Part Time opportunities will be at JFK only.
3. The hiring rate for part-timers during this contract shall be \$17.00 per hour during the probationary period. After the successful completion of the 90-day probationary period the rate shall be increased to \$18.00 per hour. –T/A
4. Part-timers may work any day Sunday – Friday 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.
5. Part Time employees cannot work holidays unless the full time workforce has been exhausted. T/A
6. Part time shifts shall not start earlier than noon and end no later than 0600.
7. No department will be staffed entirely by part time employees, unless mutually agreed otherwise. Part Timers will be limited to three (3) per department.
8. No part timer shall be scheduled back to back.
9. No part timer shall work a special account.

–T/A

10. The Employer shall make no health and welfare contributions for part-timers. Part Time Employees shall not receive any other wages or benefits, under this Agreement, other than provided for in this section.
11. The Employer shall pay \$ __. __ per week effective 9/1/2017 into the pension fund for part-time employees. However, part-time employees who work 1,000 hours in any calendar year

will have contributions made on their behalf at the full-time rate. In the interim of the Agreement, should the Trust determine that an increase in the rate is necessary; the parties will meet to discuss such. If such negotiations result in a revised schedule of benefits, the applicable Fund shall be obligated to accept the schedule as if it was the beginning of the term of a new labor agreement. **This item is to be updated to reflect the hourly benefit increases contained in the Master Agreement. T/A**

12. 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 no part-timer accepts the position, then the Employer may offer the opportunity to a casual or hire from the outside.
13. **In the event a layoff of full time employees** becomes necessary, the employer shall: T/A
 - **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. -T/A**
 - **Reduce the percentage of part timers from ten (10%) percent to five (5%) percent.**

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

14. The Employer shall make training opportunities available to part time employees.
15. 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 the accrual. T/A**
16. Part-timers shall work pursuant to a scheduled bid.
17. A single seniority list shall be used for all purposes except for layoff where the provisions of this section shall over ride.

Section 7 – Vacation

(B) Vacation bids will be posted **March** 1 for an **April** 1 effective date.

(M) - New – 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 8 – Holidays

(B) Floating Holiday schedules shall be posted for bid along with the annual posting of the vacation schedule. 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

(B) Add the following language.

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.

Section 9 – Sick Leave

Delete the following:

Section 12 – Seniority

(A) 5. Unless mutually agreed, all shifts shall be posted for general bid -by January 10th with the new job bid will becoming effective the first full work week in February. T/A

Appendix A

***See National Economics**

Purpose

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

Wages

For the term of this Agreement, employees hired the rate of ratification shall be paid in accordance to the following wage progression. T/A

<u>Office</u>	
<u>Start</u>	<u>\$ 17.00</u>
<u>Year 1</u>	<u>\$ 18.60</u>
<u>Year 2</u>	<u>\$ 20.00</u>
<u>Year 3</u>	<u>\$ 21.70</u>
<u>Year 4</u>	<u>\$ 23.21</u>

Negotiated wage increases will not be applicable to the foregoing hourly wage rates.

- ❖ *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.*