

SUMMARY OF LOCAL 745 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.*

**AIR EXPRESS INTERNATIONAL USA, INC.
AND
TEAMSTER LOCAL 745
COVERING DALLAS / FORT WORTH EMPLOYEES**

FOR THE PERIOD OF January 1, 2018 THROUGH December 31, 2020 T/A

AIR EXPRESS INTERNATIONAL USA, INC. hereinafter referred to as “the Company” or “the Employer” and the Local Union No. 745, which Local Union is an affiliate of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN, AND HELPERS OF AMERICA, hereinafter referred to as “the Local Union” or “the Union” agree to be bound by the terms of this Agreement.

ARTICLE 40. TRANSFER OF COMPANY TITLE OR INTEREST [NO CHANGE]

ARTICLE 41. SCOPE OF THE AGREEMENT

The execution of this Agreement on the part of the Company shall be limited to, and inclusive only of the Driver, Warehouseman and Air Export and Import Office/Clerical personnel employed by the Company within the Dallas/Ft. Worth Metroplex area.

The terms and conditions contained in this Local Rider, where greater, shall prevail. Questions arising out of alleged conflicts shall be submitted directly to the National Grievance Committee. T/A

In addition, the following classifications of employees are specifically excluded from the coverage of this Agreement:

1. Confidential employees, supervisory and professional employees, within the meaning of the Labor Management Relations Act of 1947, as amended.
2. Employees already covered by an existing union contract. It is the intention of the parties hereto that the aforesaid exclusions shall be governed by the duties commonly and regularly performed by employees and shall not depend upon mere title.
3. Dispatchers exercising independent judgment with respect to the responsibility for directing the work or recommending hiring and firing.
4. Key Account Managers / Sales Support

ARTICLE 42. MANAGEMENT RIGHTS

[NO CHANGE]

ARTICLE 43. UNION SECURITY

[NO CHANGE]

ARTICLE 44. PROTECTION OF RIGHTS

[NO CHANGE]

ARTICLE 45. STEWARDS

[NO CHANGE]

ARTICLE 46. STANDARDS

[NO CHANGE]

ARTICLE 47. GRIEVANCE PROCEDURE

**Refer to: RULES OF PROCEDURE FOR CONDUCT OF GRIEVANCE
PROCEEDINGS BY THE MCLAC SOUTHERN MULTI-STATE OR AEI
GRIEVANCE COMMITTEE**

[NO CHANGE]

ARTICLE 48. DISCHARGE OR SUSPENSION

Section 1 - Disciplinary Action

The Company shall not discharge, suspend, or take any other disciplinary action as respects any employee without just cause, but in respect to discharge, suspension, or other disciplinary action shall give at least one (1) warning notice of the complaint against such employee to the employee in writing by certified mail (refusal of the letter will constitute receipt) and/or in person and a copy of same to the Union affected by certified mail.

Discipline must be imposed within 14 calendar days of the Employers first knowledge of the event(s) which lead to the discipline. Time limits shall apply to both the Employer and the Union and may be extended by mutual agreement. However, no warning notice need be given to an employee before he/she is suspended or discharged if such suspension or discharge is for: T/A

Section 2 - Untimely Report to Work [NO CHANGE]

ARTICLE 49. SENIORITY

Section 1 - Seniority Rights (refer to master agreement article 5)

Seniority rights for employees shall prevail.

There shall be separate seniority rosters for two distinct classifications covered by this Agreement.

1. Driver /Warehousemen Classification
2. Office/Clerical Classification

Section 2 - Purchase of Rights (refer to master agreement article 5)

Section 3 - Layoff and Recall

If the Company elects to layoff an employee due to the necessity of reducing the workforce, the Company shall notify the employee prior to the end of the employee's workweek by hand delivered and/or certified mail with a copy of the layoff letter being sent to the Local Union by regular mail or **delivery**. In lieu of proper layoff, an employee will be paid a maximum of two (2) days' pay. T/A

In no event shall the layoff notice reduce the employee's weekly guarantee for workweek. No notice shall be required if the layoff is caused by an unauthorized work stoppage or strike of any IBT Union.

Regular employees being laid-off at the end of their workweek will be eligible for work at 1 a.m. the day following the employee's layoff provided the employee has been off at least eight (8) hours and provided the employee is qualified to perform the required duties. All days worked in the week of layoff will be at the straight time hourly rate of pay.

A junior employee may complete his workweek when it extends beyond a senior employee's workweek.

Regular employees on layoff status shall have seniority over probationary and casual employees and shall be returned to the regular payroll when eight (8) hours per day are worked in any five (5) out of seven (7) days

In the event of layoff, an employee so laid-off shall be given two (2) weeks' notice of recall by certified mail to his last known home address. The employee must notify the Company

within seven (7) days of his intention to return to work. Failure to notify the Company within seven (7) days of his intent to return to work shall result in a loss of all seniority rights. The employee must report for work within fourteen (14) days from the date of recall. Failure to report within fourteen (14) days shall result in a loss of all seniority rights. The above time limit shall begin with a postmark of the certified letter of recall. The Company shall perform a background check upon notifying an employee of recall. Recall shall be rescinded and the employee's seniority shall be considered forever broken if said background investigation reveals a felony conviction.

Section 4 through 10: [NO CHANGE]

ARTICLE 50. SUBCONTRACTING
[NO CHANGE]

ARTICLE 51. VACATIONS

Section 1 through 5: [NO CHANGE]

Section 6

A vacation of six (6) weeks shall be granted with pay to all employees covered by this Agreement who have worked for the Company for a period of twenty-~~five~~ **(25)** years or more. At the option of the employee, the employee shall either take the fourth (4th), fifth (5th), or sixth (6) week of vacation or shall take only three (3) weeks and receive compensation for the fourth (4th), fifth (5th) and sixth (6) weeks of vacation. The employee shall not be allowed to work the fourth (4th), fifth (5th) or sixth (6) week of vacation if any qualified employee is on layoff. T/A

Section 7 through 10: [NO CHANGE]

ARTICLE 52. HOLIDAYS

[NO CHANGE]

Employees who are serving their ~~forty-five~~ **(45)** day probationary period are not entitled to holiday(s) pay for holiday(s) that fall within their probationary period. Casual employees are not entitled to holiday(s) pay. T/A

ARTICLE 53. ABSENCE
[NO CHANGE]

ARTICLE 54. MILITARY CLAUSE
[NO CHANGE]

ARTICLE 55. UNIFORMS
[NO CHANGE]

***See National Economics**

ARTICLE 56. EXAMINATION & IDENTIFICATION FEES

Physical, mental or other examinations or endorsements for items such as hazardous material certification required by a government body or the Company shall be promptly complied with by all employees, provided, however, the Company shall pay for all such examinations or endorsements and shall be responsible for time spent at the place of examination. The Company shall not pay for any time spent in the case of applicants for jobs. For all other examinations, physical or mental, not required by law, the employee shall be paid at the hourly rate for time spent at the place of such examination, except for those examinations required when an employee is returning to employment after illness or injury.
T/A

The Company reserves the right to select its own medical examination or physician, and the union may, if it believes an injustice has been done an employee, have said employee re-examined at the union's expense.

In the event of disagreement between the doctor selected by the company and the doctor selected by the union, the company and union doctors shall together select a third doctor within seven (7) days, who's opinion shall be final and binding on the company, the union, and the employee. The Company nor the Union nor the employee will attempt to circumvent the decision. The expense of the third doctor shall be equally divided between the company and the union. Dispute concerning back pay shall be subject to the grievance procedure.

Should the Company find it necessary to require employees to carry or record full personal identification, such requirement shall be complied with by the employees. The cost of such personal identification shall be borne by the Company.

No employee shall be required to take any form of lie detector test as a condition of employment.

ARTICLE 57. EQUIPMENT AND SAFETY

[NO CHANGE]

***See National Economics**

ARTICLE 58. ALCOHOL AND DRUG USE

[NO CHANGE]

Policy Updated

ARTICLE 59. NON-DISCRIMINATION

[NO CHANGE]

ARTICLE 60. PROBATIONARY AND CASUAL EMPLOYEES

Section 1 - Probationary Employees

A probationary employee, being considered for regular employment, shall work under the provisions of this Agreement but shall be employed only on a **forty-five (45)** day trial basis.
T/A

The Union and the Employer may agree to extend the probationary period for no more than thirty (30) days, but the probationary employee must agree to such extension in writing.

Casual employees converted to regular full time status will not be required to serve a probationary period.

Section 2 - Casual Employees (refer to master agreement article 3) [NO CHANGE]

Section 3 – Qualifications [NO CHANGE]

Section 4 – Abuse [NO CHANGE]

ARTICLE 61. HEALTH AND WELFARE BENEFITS

*See National Economics

ARTICLE 62. PENSIONS

(Refer to Master Agreement Article 37)

*See National Economics

April 1, <u>2017</u> – March 31, <u>2018</u>	<u>\$315.20</u>
April 1, <u>2018</u> – March 31, <u>2019</u>	<u>\$327.80</u>
April 1, <u>2019</u> – March 31, <u>2020</u>	<u>\$338.00</u>
April 1, <u>2020</u> – March 31, <u>2021</u>	<u>\$338.00</u>

ARTICLE 63. HOURS AND RATES OF PAY

Section 1 - Wages and Hours [NO CHANGE] *See National Economics

Section 2. RATES OF PAY (

–T/A Class “B” Drivers who obtain Class “A” with Hazmat get a total of a \$500 one-time bonus.

	<u>1/1/16</u>
EMPLOYEES WITH TWENTY (20 + YEARS OF SERVICE)	
- DRIVER/WAREHOUSEMEN	<u>26.49</u>
- OFFICE CLERICAL	<u>26.19</u>

	<u>1/1/16</u>
EMPLOYEES HIRED BEFORE DECEMBER 31, 1998:	

- DRIVER/WAREHOUSEMEN	<u>25.69</u>
- OFFICE CLERICAL	<u>25.39</u>
EMPLOYEES HIRED AFTER	
JANUARY 1, 1999	
DRIVER/WAREHOUSEMEN	<u>22.46</u>
--- OFFICE CLERICAL	<u>22.46</u>
CASUAL RATE:	
- DRIVER/WAREHOUSEMEN	16.00
16.00	OFFICE CLERICAL

Casual rate to be \$ 16.00 upon ratification of the Agreement effective January 1, 2018 thru December 31, 2020.

Wage rates in effect shall be increased as set forth below:

January 1, 2018 \$0.50/hr

January 1, 2019 \$0.50/hr

January 1, 2020 \$0.50/hr

Cost of Living (COLA)

*See National Economics

Section 3 through Section 13: [NO CHANGE]

ARTICLE 64. UNION/COMPANY MAINTENANCE PROVISION
[NO CHANGE]

ARTICLE 65. GENERAL PROVISIONS
[NO CHANGE]

ARTICLE 66. SEPARABILITY
[NO CHANGE]

ARTICLE 67. TERMS OF AGREEMENT

The Agreement shall be in full force and effect from January 1, 2018, to and including December 31, 2020, and shall continue 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 date of expiration.

Delete Appendix "A" Memorandum of Understanding from Contract T/A

Attach NEW ATTACHMENT "A" Health Fund Rates to Contract