

# **SUMMARY OF LOCAL 769 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.*

## **ARTICLES OF AGREEMENT**

THIS AGREEMENT MADE AND ENTERED INTO as of this 1st day of **January, 2018** by and between AIR EXPRESS INTERNATIONAL USA, INC. located at 1801 NW 82<sup>ND</sup> Ave Miami, Florida 33126 and (hereinafter designated the "Employer" or the "Company"), and Teamsters LOCAL UNION NO. 769, Miami, Florida affiliated with the International Brotherhood of Teamsters, an incorporated association (hereinafter sometimes designated the "Union" or "Local 769"), for and on behalf of itself and the employees now employed or hereafter to be employed by the company. **T/A**

### **ARTICLE 40**

#### **UNION RECOGNITION**

[NO CHANGE]

### **ARTICLE 41**

#### **PROBATIONARY AND PART TIME EMPLOYEE**

[NO CHANGE]

### **ARTICLE 42**

## STEWARDS

### DISCHARGES, GRIEVANCES, ARBITRATIONS, NO-STRIKES OR LOCKOUTS

SECTION A. [NO CHANGE]

SECTION B. [NO CHANGE]

SECTION C. [NO CHANGE]

SECTION D. [NO CHANGE]

SECTION E. [NO CHANGE]

SECTION F. Warning notices shall have no force or effect after six (6) months from the date thereof. In all cases where an employee is unable to report for work at his assigned starting time, for any reason, he shall notify the supervisor on duty at least one (1) hour before his shift begins, unless unreasonable or impossible to do so. An employee who fails to so notify the supervisor on duty shall not be reinstated upon his return to work, unless a reasonable explanation is furnished to the Employer. The first violation of this Article shall result in a warning notice to the employee. On the second such violation of this Article, the employee may be disciplined or discharged. Habitual absenteeism will be grounds for discharge. In the event the Company imposed discipline on an employee, such discipline shall be imposed within seven (7) calendar days after the Company learned of the incident giving rise to the disciplinary action.

Under no circumstances shall there be any strike, lockout, cessation of work, interruption of work, sit-down, slow down, picketing, boycott, refusal to perform any part of duty, or other interference with or interruption to the normal conduct of the Company's business during the term of this Agreement.

In the event an employee has a grievance, he or the Steward or both may take it up with his immediate Supervisor. In order to be considered, the grievance must either be filed with the Employer in writing within ten (10) calendar days after the occurrence out of which the grievance arose or that grievance shall forever be terminated.

In the event the Employer has a grievance, the grievance shall commence at the stage set forth hereunder. Thereupon, the matter shall proceed between the business Representative of the Union or his authorized representative, and the **Station Manager** or his authorized representative. If a mutually satisfactory settlement is not arrived at after a period of seven (7) days, the matter shall be submitted to the appropriate joint regional committee. **T/A**

**ARTICLE 43**  
**SENIORITY – LAYOFF – RECALL**

SECTION A. Through SECTION E: [NO CHANGE]

SECTION F. Notwithstanding anything to the contrary contained in this agreement, there shall be only one master seniority list.

- (1) Overtime: Overtime and extra work shall be offered based on the Master seniority list, **provided the employees have been properly trained and subject only to the ability to do the work. T/A**
- (2) Bidding: There will be one (1) Master shift bid, by seniority., in each contract year to be posted on or about May 1. The employees shall bid location, start time and workweek. The Union may request one (1) additional shift bid in each contract year. Such request shall be submitted in writing at least seven (7) calendar days prior to the requested posting date. The Employer may post additional bids, at its discretion and as dictated by business conditions. Layoff and recall shall be accomplished according to master seniority.
- (3) The Master bid will include eight (8) relief bids. relief bids will include starting times and work week. Relief employees will bid for shift assignments by seniority by Thursday of the previous week. When a relief employee is not on a replacement bid, he/she will work the hours and days bid for on the Master bid.;
- (4) Relief employees will receive a twenty-five (0.25) cents per hour differential.

**ARTICLE 44**  
**WAGE SCALE AND WORKING CONDITIONS**

The employee shall report to work at the time and place specified by the Employer. All full time employees **in employment as at January 1, 2018** who are scheduled to work forty (40) hours per week shall work any five (5) consecutive days in a (7) seven day period, **or four (4) days in the case of an alternate work schedule such as a 4/10 schedule provided they have 2 consecutive days off and at least one of those consecutive days falls on a weekend. For employees recalled from layoff and new hires, shifts can be scheduled on the basis of any 5 days (or 4 days in the case of 4/10 shifts), in a 7 day period.** All work in excess of eight (8) hours in any one (1) day, **or different number of scheduled hours based on the relevant shift schedule,** and forty (40) hours in any one (1) week shall be paid at time and one-half (1 ½). All work on the (7<sup>th</sup>) seventh consecutive day of the employee's workweek shall be paid at (2) two times the regular hourly wage. There shall be no pyramiding of overtime or premium pay. Except in an emergency, an employee shall not be required to work in excess of twelve (12) hours per day. Shifts shall be scheduled at 8.5 hours with a thirty (30) minute unpaid lunch break and two fifteen (15) minute paid breaks for a total of sixty (60) minutes which will be taken consecutively. **Any alternate work**

**schedule for full-time employees shall also incorporate an unpaid thirty (30) minute lunch break and two fifteen (15) minute paid breaks (which may or may not be scheduled with the lunch break). T/A**

The said combined lunch break will be scheduled by the Employer between the fourth (4<sup>th</sup>) and sixth (6<sup>th</sup>) hour. The Employer will post a bid for the lunch break by department and shift in seniority order per Master bid. The Employer reserves the right to reschedule the lunch hour where operational necessity requires rescheduling. The employee is required to clock in/out for lunch.

SECTION B: An overtime “sign up” sheet will be posted every three(3) months (Jan, April, July, October) for Saturday and Sunday overtime. Employees who wish to avail themselves to being called for overtime on these dates must so indicate on the “sign up” sheet. Employees who do not sign up for Saturday and Sunday overtime may not be called and it will not be considered a violation of their seniority.

SECTION C: Night shift differential of \$0.40/hr. above the hourly wage shall be paid for all hours worked between 10:00 PM and 6:00 AM.

SECTION D: The rates of pay for regular full time employees covered by this Agreement shall be set forth in Appendix “A” which is annexed to this Agreement. Appendix “A” shall also set forth the wage progression for newly hired employees.

SECTION E: The following paid holidays shall be observed:

New Year’s Day	Labor Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day

Seven (7) personal holidays to be agreed upon by the Employer and the Employee at least two (2) weeks in advance, provided that the Employer shall not be required to permit more than one three (3) employees Monday-Friday, two (2) Saturday and **two (2)** Sunday as a personal holiday. There shall be no pay in lieu of personal holidays not used.

For new hire employees, personal holidays shall be pro-rated over the twelve (12) month calendar year. **T/A**

Each regular employee shall be paid eight (8) hours regular straight time for aforesaid holiday, regardless of whether the holiday falls on his regular day of work or day off, if he works, or is available for work, on both his regularly scheduled work day immediately preceding and immediately following such holiday.

When an aforesaid holiday falls within the period of any employee’s vacation, such holiday, with pay, shall be added to the vacation period. the employee may be paid for the holiday at the straight time hourly wage at the employees’ discretion.

All work performed on a holiday shall be paid for at the rate of time and one-half (1 ½), in addition to regular holiday pay.

In order to be paid for the holiday, the employee must actually work the day before or the day after the holiday, and three (3) days in the holiday week. unless the employee has previously approved vacation day or personal day.

There shall be no increase in the number of personal days during the term of this Agreement. However, in the event the Company changes its policies so that its non-bargaining unit staff in its Miami, Florida location is entitled to an increase in the number of personal days, the same increase shall apply to bargaining unit employees who are covered by this Agreement.

#### SECTION F: Reward and Recognition Programs

Company reserves the right to establish Employee Recognition and 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 G: Background Checks

Where required by Government agencies or a specific customer to handle their business background checks will be conducted on an as needed basis. No employee will lose his/her bid shift as a result of the background check.

**ARTICLE 45**  
**CALL- IN PAY PERIOD**  
[NO CHANGE]

**ARTICLE 46**  
**VACATION**  
[NO CHANGE]

**ARTICLE 47**  
**UNIFORMS**  
[NO CHANGE]

\*See National Economics

**ARTICLE 48**  
**EQUIPMENT, ACCIDENTS, ETC.,**  
[NO CHANGE]

**NO CONFLICTING AGREEMENT**  
[NO CHANGE]

**ARTICLE 49**  
**POSTING OF AGREEMENT**  
[NO CHANGE]

**ARTICLE 50**  
**SUPERVISORS**  
[NO CHANGE]

**ARTICLE 51**  
**MANAGEMENT RIGHTS**

The Employer shall have and retain the right to manage the business, including but not limited to the right to control and supervise all operations and direct all working forces, to maintain discipline among employees, to determine and change from time-to-time the methods, processes and working procedures to be used, to hire, promote, assign, and transfer employees, to increase or decrease the number of employees, to assign work and duties to any employees in accordance with the Employer's determination of the needs of the respective jobs, to set and maintain standards of work, to lay-off employees, to suspend, to discipline or discharge employees for cause, to expand or curtail its operations, and to close or discontinue its operations or any part thereof, after execution of this Agreement. There shall be no further discussions or negotiations concerning any matter pertaining to rates of pay, wages, benefits, hours or other terms and conditions of employment for the term of this Agreement, whether or not said matter is covered by this Agreement, unless mutually agreed otherwise.

The Company shall have the right to promulgate **new or revised** posted work rules, on ten (10) days advance written notice to the Union (with a copy to the Steward), that are not contrary to the terms and conditions of this Agreement. In case the Union raises an objection to a proposed work rule, the parties shall meet and discuss the matter. Non-disputed work rules can be implemented by the Company after the expiration of the ten (10) day period. Where the parties are unable to resolve their differences, the Company shall have the right to implement disputed rule, subject to the Union's right to grieve per Article 43.

If grieved, the sole remedy would be dissolution of the rule **if the arbitrator finds it to be unreasonable or contrary to the written terms of this Agreement,** with the exception of any monetary award if applicable. Company policies are considered work rules although where such differ from the stated language of the Agreement and/or Supplemental, the language of the Agreement and/or Supplemental shall control. **T/A**

The provisions of the January 2008 "Workplace Rules and Regulations" (attached hereto as Appendix "B") shall be incorporated in this Agreement. The provisions of the October 30, 2007 "DGF Attendance Policy" (attached hereto as Appendix "C") shall be incorporated in this Agreement. The provisions of the January 5, 2008

“New Call in Procedure for Sick, Late and Absences” (attached hereto as Appendix “D”) shall be incorporated in this Agreement.

**ARTICLE 52**  
**PROTECTION OF RIGHTS**  
[NO CHANGE]

**ARTICLE 53**  
**HEALTH AND WELFARE**

\*See National Economics

**Existing health and welfare and pension plans/retirement saving programs shall remain the same for the term of this Agreement except as changed through local negotiations. The Company shall continue to participate in all Health, Welfare and Pension Plans in accordance with the rules and regulations of each Fund. The Company shall pay contribution increases requested by the applicable Health, Welfare and Pension Fund, as determined by the various Funds, in order to maintain benefits.**

**Contributions to such plans for eligible employees shall be based on monthly, weekly, daily and/or hourly contribution formulas in accordance with plan documents and past practice.**

**It is understood that the aggregate amount of annual contribution increases (i.e. all covered locations averaged out) shall not exceed one dollar (\$1.00) per hour/per person / per year. If the aggregate amount in any year exceeds one dollar (\$1.00), the contract shall upon written notice of either party be reopened and the parties shall meet in order to address the contribution shortfall. It is intended that this aggregate process operate the same way as the 2017 extension agreement operated. T/A**

Following the completion of the employee’s probationary period, and commencing on April 1, **2018** otherwise eligible full-time employees (part-time as required by law) shall be covered by the National Employees Health Plan. If necessary to maintain the existing Health Plan maximum employer contributions to said plan shall increase as follows:

\*See National Economics

4/1/2018 to 4/1/2019 - \$per month - \$/per hour increase

It is understood and agreed that theses increases are based upon guaranteed rates provided by National Employees Health Plan.

The Employer shall have no obligation under or arising from this Article, except to pay the agreed upon contributions to the insurance carrier. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contribution for a

period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months.

Other than as specified in this Article, employees shall have no participation of claims under any other benefit plans maintained by the Employer.

#### **ARTICLE 54** **PENSIONS**

\*See National Economics

**Existing health and welfare and pension plans/retirement saving programs shall remain the same for the term of this Agreement except as changed through local negotiations. The Company shall continue to participate in all Health, Welfare and Pension Plans in accordance with the rules and regulations of each Fund. The Company shall pay contribution increases requested by the applicable Health, Welfare and Pension Fund, as determined by the various Funds, in order to maintain benefits.**

**Contributions to such plans for eligible employees shall be based on monthly, weekly, daily and/or hourly contribution formulas in accordance with plan documents and past practice.**

**It is understood that the aggregate amount of an annual contribution increases (i.e. all covered locations averaged out) shall not exceed one dollar (\$1.00) per hour/per person / per year. If the aggregate amount in any year exceeds one dollar (\$1.00), the contract shall upon written notice of either party be reopened and the parties shall meet in order to address the contribution shortfall. It is intended that this aggregate process operate the same way as the 2017 extension agreement operated. T/A**

The Employer agrees to contribute to the Southern States Savings and Retirement Plan (the "Fund") the sum of ~~(\$)~~ per week, as of March 31, 2018 for each regular full-time employee covered by this agreement who has been on the payroll thirty (30) days or more.

Based on the required contributions to the NEHP, the increase in the contributions to the fund will be as follows;

4/1/2018 \$per hour = \$per week to \$per week total

By the execution of this Agreement, the Employer agrees to enter into or become a signatory to appropriate trust agreements necessary for the administration of such fund, and to accept the designation of the employer trustees under such trust agreements, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such trustees within the scope of their authority.

The Employer shall have no obligation under or arising from this Article except pay the agreed-upon contributions. If an employee is absent because of illness or off-the-job injury, and notifies the Employer of such absence, the employer shall continue to make the required contribution for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months.

**ARTICLE 55**  
**MAINTENANCE OF STANDARDS**

[NO CHANGE]

**ARTICLE 56**  
**SICK LEAVE AND LEAVE OF ABSENCE**

[NO CHANGE]

**ARTICLE 57**  
**SUCCESSORSHIP**

[NO CHANGE]

**ARTICLE 58**  
**DUES – CHECK-OFF**

[NO CHANGE]

**ARTICLE 59**  
**BEREAVEMENT**

[NO CHANGE]

**ARTICLE 60**  
**BULLETIN BOARD**

[NO CHANGE]

**ARTICLE 61**  
**UNION REPRESENTATIVES**

Authorized representatives of the Union shall have access to the Employer's establishment at reasonable times during the working hours for the purpose of adjusting disputes, investigating working conditions, collecting dues and ascertaining that the Agreement is being adhered to, provided, however, there is no interference with the work of the Company, and provided further that said representative must first contact the **Station** Manager. **T/A**

The Company will provide the Union Business Agent a Company ID to allow access to the facility.

**ARTICLE 62**

**EXAMINATIONS** **The Employer shall pay for any** physical, mental or other examinations required by a government body or the Employer. The Employer shall not pay for any time spent in the case of applicants for jobs and shall be responsible to other employees only for time spent at the place of examination or examinations, where the time spent by the employee exceeds two (2) hours. 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. Normally, examinations are to be taken at a doctor's office in the vicinity of the Company facility. Normally, employees will not be required to take examinations during their working hours. However, at the option of the Employer, the employee shall have the examination, without loss of pay, during working hours. **T/A**

The Company reserves the right to select its own medical examiner 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 a disagreement between the doctor selected by the Company and the doctor selected by the Union, the Company and Union shall mutually select a third impartial doctor. The decision of the third doctor shall be final and binding. The expense of the third physician shall be equally divided between the Employer and the Union.

Should the Employer 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 Employer.

If the Company has reasonable suspicion to believe that an employee is under the influence of illegal drugs or alcohol, the Company may require that the employee submit to a drug **or alcohol** test at Company expense. The testing must be performed by a facility certified by the U.S. or State of Florida Department of Transportation to perform such tests. The employee shall be paid his regular salary for the time needed to perform the test. **T/A**

**ARTICLE 63**  
**NON-DISCRIMINATION**  
[NO CHANGE]

**ARTICLE 64**  
**DEFINITION**  
[NO CHANGE]

**ARTICLE 65**  
**CONFORMITY TO LAW-SAVING CLAUSE**  
[NO CHANGE]

**ARTICLE 68**

**MODIFIED WORK**

[NO CHANGE]

**ARTICLE 69**  
**TERMINATION**

This Agreement shall go into effect **January 1, 2018** and shall continue in full force and effect until, **December 31, 2020** and shall continue in force from year-to-year thereafter unless written notice of the desire to change, modify, or terminate the Agreement is given by either party to the other sixty (60) days prior to the expiration date of the agreement.

**Attachment “C” DGF Attendance policy, paragraph 6, change first sentence to read: for the purpose of lateness and leaving early a five (5) minute grace is granted. T/A**

**APPENDIX A- WAGES**

\*See National Economics

[NO CHANGE]

Wage rates in effect shall be increased for regular fulltime employees as set forth below: per Article 31 of the Master Agreement

**January 1, 2018 \$0.50**

**January 1, 2019 \$0.50**

**January 1, 2020 \$0.50**

Cost of living (COLA) per Article 32 of the Master Agreement (regular full time employees)

The rate of pay for newly hired regular fulltime employees shall be 75% of the top wage scale discussed above in this Appendix A, and shall be raised by 5% on the first anniversary of service and raised by 5% on each anniversary thereafter until the employee reaches full scale on the fifth anniversary, as detailed in the following table:

Hire date	75% of scale.
1 <sup>st</sup> Anniversary	80% of scale.
2 <sup>nd</sup> Anniversary	85% of scale.
3 <sup>rd</sup> Anniversary	90% of scale.
4 <sup>th</sup> Anniversary	95% of scale.
5 <sup>th</sup> Anniversary	100% of scale.

Part-time Employees shall be paid at the rate of \$10.50 per hour effective upon ratification of this Agreement. This rate shall be increased \$0.50 per hour on each anniversary thereafter, of the employees’ service, for the life of this Agreement.