2026 – 2031

MASTER AGREEMENT

BETWEEN

TEAMSTER LOCAL 295

AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

AND

KUEHNE AND NAGEL INC.

WITNESSETH

WHEREAS the Union is the Collective Bargaining Agent on behalf of the employees hereinafter described; and

WHEREAS, the Union and the Employer have negotiated for the purpose of establishing terms and conditions of employment for employees covered by this Agreement

WHEREAS it is the sense of this agreement that employees covered hereunder be afforded continued and full opportunity of employment without interruption and in accordance with the standards of this agreement.

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AGREEMENT ENTERED INTO BETWEEN KUEHNE + NAGEL INC., HEREINAFTER CALLED THE "EMPLOYER", AND LOCAL UNION 295 AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, HEREINAFTER CALLED THE "UNION" TO GOVERN ALL HOURS, WAGES AND WORKING CONDITIONS HEREIN SET FORTH, TO CONTINUE FROM SEPTEMBER 1, 2026 AND INCLUDING AUGUST 31, 2031.

SECTION 1: RECOGNITION

1. The Employer recognizes the Union as the sole collective bargaining representative for all employees performing functions involved in and associated with trucking, warehousing, and delivery of goods, including all drivers, warehouse employees, helpers, switchers, platform employees, mechanics, garage employees, fuelers, and all clerical employees. The jurisdiction of the Union shall consist of, but shall not be limited to, all shipments moving into and out of the airports set forth below, all piers, all warehouses, and all heliports within the areas designated on the map attached hereto as "Appendix B"

   JFK; LaGuardia; Newark; Stewart Field;

   White Plains; MacArthur; Teterboro; Bridgeport; Republic

   The parties understand and acknowledge that the Union's jurisdiction is intended to be and is described herein in the broadest sense permitted by law. The description of the Union's jurisdiction set forth herein is intended by the parties to be a work preservation clause.

2. This Agreement shall be binding upon the parties hereto, their successors, administrators, executors, transferees, and assigns. In the event an tire operation or any part thereof is sold, leased, transferred, or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceeding or any other form, such operation shall continue to be subject to the terms and conditions of this Agreement for the full term set forth herein. The Employer shall give notice of the existence of the Agreement to any purchases, transferee, lessee, assignee, etc., of the existence of and operations covered by this Agreement at least thirty (30) days prior to consummation of the intended transaction. Such notice shall be in writing, with a copy to the Union by certified mail thirty (30) days prior to the time the seller, transferor, or lessor executes a contract or transaction as herein described. The Union shall also be advised of the exact nature of the transaction and reserves the right to veto any of the above-named transactions if any of the above-named procedures are not adhered to by the Employer.

SECTION 2: CLASSIFICATIONS

1. The Airfreight Customer Care classification shall be implemented only in accordance with the following provisions at the current represented location and only for the specific bargaining unit job classifications designated herein. In conjunction with the Airfreight Customer Care classification and for the duration of this Agreement, there will be no contest over the allocation of work within the network or among personnel at a specific location, so long as the following provisions are observed. All other terms and conditions of the collective bargaining Agreement will remain in effect.

   a) The primary functions of the job categories noted above are attached to this Agreement.

   b) When positions are posted the Company will provide specific and detailed job duties and functions in a company job description. Upon hiring and promoting, employees will be required to sign their new job description.

c) The basic functions of bargaining unit personnel will remain largely the same, Customer Care Specialists, Gateway Specialist, Brokerage, Admin, and Warehouse Specialists, even though some functions may be consolidated and no longer performed by bargaining unit personnel. It is expected that current seniority practices will be unchanged for purposes of bidding for these jobs although the parties acknowledge that employee preference and demonstrated ability will be considered as secondary factors in the job selection process.

d) The Company will make all reasonable efforts to train all employees to perform the job functions at their regular rate of pay and benefits. Training will enable employees to become proficient with new job duties and technology introduced, allowing each individual the opportunity to successfully perform the job.

e) The Company shall provide reasonable, uniform, and objective criteria for evaluating job performance and training impact in each job classification in line with the company's standard. This can be viewed and evaluated in the Company's program called PeopleHub with interim and year end performance reviews, not related to any pay increases.

f) Bargaining unit employees will use their reasonable best efforts to apply themselves to take advantage of the training provided to learn and apply the proper procedures and functions of the new jobs successfully.

2. The Employer will not redistribute work in a manner that will cause the layoff of any regular full-time bargaining unit employee as of the ratification date of this agreement (hereinafter "red-circled employee"). All red-circled employees shall be red-circled by name and 7 positions shall be guaranteed full-time employment by seniority list as per 9/1/26 (provided to the union) for the term of this Agreement. (See attached Appendix "C")

3. Red-circled employees will not be subject to layoff for the term of this Agreement as a result of the Airfreight Customer Care classification. The only exception to this protection against layoff is a situation involving a consequential change in business requiring a reduction in headcount. The Company further agrees that prior to layoff under this exception the Company shall use all reasonable means to protect and preserve work for the red-circled employees. This does not prevent the temporary or permanent loss of employment due to ordinary discipline and discharge situations, or voluntary separations.

4. Disputes under this Agreement shall be resolved by directly proceeding to the Grievance procedures where a record will be created for the arbitrator.

5. Overall Purpose/Roles of the Bargaining Unit Jobs under Airfreight Customer Care:
Airfreight Specialists (Customer Care, Operational Care, and Gateway) shall perform the job functions associated; but not limited to, the job listed above in line with the change in the Company's business model effective September 1, 2026.

   Airfreight Specialists are responsible for ensuring that the customers experience is a positive one each time they engage with Kuehne + Nagel, Specifically, the Airfreight Customer Care Specialist is part of a team within our CCL's – Customer Care Locations, who are responsible for direct interaction with customers, proactive customer service, problem solving, customer follow up, interaction with sales colleagues and equally as important, ensuring that the Operational Care Centers (OCC's) have all of the necessary information (including systematic information) to be able to execute on the customer's behalf. Tasks handled by the Airfreight Specialists include, but are not limited to:

a) Pro-actively advise and consult Customers to ensure satisfaction
b) Monitoring Customer Shipments in order to provide proactive updates to customers and to problem solve (by collaborating with other stakeholders) in anticipation of customer complaints.
c) Inclusion and transfer of customer requirements into the KN systems (including sold rates and other agreements) so that OCCs (Operational Care Centers) are clearly informed about Deliverables
d) Field Complaint Calls, and provide problem resolution in alignment with stakeholders
e) Qualification of customer inquiries, Provision of Quotations within corporate guidelines for pricing, up-selling, and requisite follow up and closure
f) Knowledge exchange with the sales and account management teams
g) Creating, refining and reviewing reports as needed including Performance analysis
h) Claims Management; from reporting through to closure

6. The Company may replace an employee on a Leave of Absence with a Temporary Employee for up to 90 days. Furthermore, the Company may use 4 temporary employees for a maximum of 90 days for specific business needs. The use of temporary employees will not impact overtime and will not take work away from employees. The use of temporary employees is not intended to subterfuge the hiring of new employees.

7. Perishable Field Work- The Employer may, for the term of this Agreement, continue to perform the Perishable Field Operations that it is currently performing under the same terms and conditions that currently apply to this work, with the same number of employees. If during the term of this Agreement, the Employer believes that it needs to increase the number of employees performing this work, or increase the amount of that work, it will approach the Union to discuss this issue.

8. Leads - The Lead position is an appointed position and is assigned at the Company's direction. Seniority will not be a deciding factor. Workload will dictate the number of and the areas where these positions will be assigned.

   This position is a working position and will be under direct supervision of a Supervisor or Manager serving in a non-supervisory capacity only. Their responsibilities include the coordination, set up and assisting in the daily operation of assigned accounts in the routine preparation of reports, training and direction of fellow unit employees in the proper performance of their work duties. Leads may not discipline employees under the provisions of the main Agreement, and may not, under any circumstances, countermand an instruction or direction issued by management/supervision.

   Employees serving in a lead capacity shall receive $5.00 added to their base hourly rate of pay but not exceed $3.00 above top hourly rate for all time worked in a lead capacity and such premium shall be included therein for the calculation of overtime pay, if any, as well as vacation, holidays, sick days, and bereavement.

   Once the position has been awarded to an employee, the employee may at any time have the option to submit a written resignation. The company also retains the right to eliminate the position or remove an employee from the position at any time, with the same written notice.

   - Written resignations will be submitted to the Operations Manager.
   - Resignations will take effect 10 working days from notice. The Company and Union may mutually agree to a shorter notice period.
   - Employees will be given the right to return to their previously held position. In any case the Lead position shall not follow the employee.

- The Lead will not have call back rights to a Lead Position. Filling such vacancies will be at the option of the Company.
- Lead premium pay shall be discontinued as and when a lead person leaves or otherwise downgrades from such lead position."

SECTION 3: UNION SECURITY

1. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall on or after the thirty-first (31st) day following the effective date of this Agreement or the execution thereto whichever is later shall become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or, after its effective date or the execution thereof, whichever is later, shall on or after the thirty-first (31st) day following the beginning of such employment become and remain members in good standing in the Union. An employee who has failed to acquire, or thereafter maintain, membership in the Union has herein provided, shall be terminated seventy-two (72) hours after his Employer as received written notice from an authorized representative of the Union, certifying that membership has been and is continuing to be, offered to such employee on the same basis as all other members, and further, that the employee has had notice and opportunity to make all dues or initiation fee payments.

2. In the event of any change in the Law during the term of this Agreement, the Employer agrees that the Union will be entitled to receive the maximum Union security which may be lawfully permissible.

3. When the Employer needs additional employees he shall notify the Union and the Union will supply suitable applicants. Selection of the applicants for referral to jobs shall be a non-discriminatory basis and shall not be based on, or in any way affected by, Union membership, bylaws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies or requirements. The Employer retains the right to reject any job applicant referred by the Union. The Union agrees not to refer applicants who are on strike at the time of referral. The Employer may fill positions from any source as long as it advises the Union of vacancies and considers applicants sent by the Union.

4. Supervisory personnel or any employee not covered by this Agreement will not perform any work which is recognized as the work of the employees covered by this Agreement.

SECTION 4: CHECK-OFF

1. The Employer shall deduct from the wages of employees covered by this Agreement, periodic dues, properly authorized assessments, and initiation fees uniformly required as a condition of membership in the Union. Such deductions shall be made on the first day of each month from the wages of each employee who files with the Employer a written assignment authorizing such deductions, which assignment shall not be irrevocable for a period of more than one year, or beyond the termination date of this Agreement whichever occurs sooner. Such dues, initiation fees and assessments as and when deducted, shall be forwarded to the duly authorized representatives of the Union. Property authorized assessments shall be deemed a part of the dues structure of the Union and shall be deducted in accordance with the dues deduction authorization provided by the Union.

2. When the Employer actually makes a deduction for dues, initiation fees and assessments, in accordance with a statement received from the Union, he shall remit same and in the event such deduction was made and the Employer fails to remit such monies to the Union, he shall be assessed twenty percent

(20%) liquidated damages. Where an employee who is on check-off is not on the payroll for any reason, the employee must make arrangements with the Union to pay such dues in advance. In the event the Employer is in violation of this section, after receipt of seventy-two (72) hours written notice of specific delinquencies, the Union may take any economic action against such Employer regardless of any other provisions of this Agreement.

SECTION 5: WAGES

1. Current regular full time Bargaining Unit employees shall receive the following across the board wage increases for all unit employees who are not in the wage progression for new hired employees:

Effective Date	General Wage Increase
September 1, 2026	+$4.00 per hour
September 1, 2027	+$1.00 per hour
September 1, 2028	+$0.75 per hour
September 1, 2029	+$1.00 per hour
September 1, 2030	+$0.75 per hour

The above increases are reflected in the schedules of hourly wage rates detailed below.

Starting Wage Rates:

a) Warehouse/Clerical
   I. Starting Rate - $22.00
   II. Year 2 - $24.00
   III. Year 3 - $26.00

b) Class "B" Driver
   I. Starting Rate - $24.00
   II. Year 2 - $26.00
   III. Year 3 - $28.00

c) Class "A" Driver
   I. Starting Rate - $26.00
   II. Year 2 - $28.00
   III. Year 3 - $30.00

2. Part-Time employees hired on or after September 1, 2026 shall be paid on an individual anniversary basis as follows:

Effective Period	Hourly Rate ($/Hour)
Year 1 of employment (first 90-day probationary period)	$18.00
Year 1 of employment (balance of Year 1 after probation)	$18.50
Year 2 of employment	$19.00

Year 3 of employment	$20.00

3. Employees promoted to or required to perform work in a higher classification shall be paid no less than the rate being paid to other employees in that classification.

4. If the Employer desires to hire new employees at a rate of pay above the contractual hiring rate, it may do so as long as it first discusses the rate with Local 295 and the parties reach agreement as to hiring rate and the new employees' place in the wage progression.

5. Shift Differential- All employees covered by this Agreement whose shift commences between 2:00PM to and including 7:00AM shall receive three dollars ($3.00) per day over the wage scale listed in Section 2. The three dollars shall be added to the wage scale in computing the employee's regular rate of pay for all purposes.

6. There is a 90-day probation period for all new hires which means that the employee may be terminated at the discretion of management without recourse to contractual grievance procedure. It is also understood that Part Time employees will not be subject to vacation pay provisions under this Agreement and shall receive an abbreviated holiday schedule detailed under revised holiday provision. Health and Welfare contributions will be made by the Employer 30 days following hire date (or in any event in compliance with current administrative practice) and 90 days following hire date for Pension contributions.

7. Cost Of Living Allowance (COLA)
   All employees shall be covered by the provisions of a cost-of living allowance as set forth in this Section.

   The amount of the cost-of-living allowance shall be determined as provided below on the basis of the "Consumer Price Index for Urban Wage Earners and Clerical Workers", CPI-W (Revised Series Using 1982-84 Expenditure Patterns), All Items (1982-84=100), published by the Bureau of Labor Statistics, U.S. Department of Labor and referred to herein as the "Index."

   Effective September 1, 2027, September 1, 2028, September 1, 2029, and September 1, 2030 a cost-of-living allowance will be calculated on the basis of the difference between the Index for January, 2026 (published February 2026) and the Index for January, 2027 (published February 2027) with a similar calculation for every year thereafter, as follows:

   For every 0.2 point increase in the Index over and above the base (prior year's) Index plus three and a half percent (3.5%), there will be a one ($0.01) cent increase in the hourly wage rates payable on April 1, 2027, and every April 1 thereafter. These increases shall only be payable if they equal a minimum of five cents ($.05) in a year.

   All cost-of-living allowances paid under this Agreement will become and remain a fixed part of the base wage rate for all job classifications. A decline in the Index shall not result in the reduction of classification base wage rates.

SECTION 6: HOURS

1. Warehouse Specialists and Leads: A full-time employees work week shall be guaranteed to consist of five consecutive days, nine hours each day, within the bidded seven-day period inclusive of one hour

unpaid meal period or a four days work week, eleven hours each, inclusive of one hour unpaid meal period, with 3 consecutive days off. All regularly scheduled work performed on an employee's regularly scheduled work days (5 or 4 per week in an employee's bidded 7 day period) shall be paid at the employee's regular straight hourly rate.
Clerical and Office employees: A full-time employees work week shall be guaranteed to consist of five consecutive days, eight and a half hours each day, within the bidded seven-day period, inclusive of one half (1/2) hour unpaid meal period.

5 days schedule - All work performed on an employee's 6th work day in a bidded 7 day period will be paid for at the overtime rate of 1.5 times the regular straight time hourly rate. All work performed on an employee's 7th work day in his/her bidded 7 day period will be paid for at the rate of two times the employee's regular straight time hourly rate. All work performed in excess of 40 hours per week or 8 hours in a day shall be paid for at the rate of 1.5 times the employee's regular straight time hourly rate. All employees performing work on a 6th or 7th day in the employee's bidded 7 day period will be guaranteed a minimum of four (4) hours of work opportunity or pay for the day.

4 days schedule – Up to 4 employees can be eligible to work a 4 day schedule. All work performed on an employee's 5th and 6th work day in a bidded 7 day period will be paid for at the overtime rate of 1.5 times the regular straight time hourly rate. All work performed on an employee's 7th work day in his/her bidded 7 day period will be paid for at the rate of 2 times the employee's regular straight time hourly rate. All work performed in excess of 40 hours per week or 10 hours in a day shall be paid for at the rate of 1.5 times the employee's regular straight time hourly rate. All employees performing work on a 5th, 6th or 7th day in the employee's bidded 7 day period will be guaranteed a minimum of four (4) hours of work opportunity or pay for the day.

2. The Company may utilize part-time employees up to a maximum of 25% of the full time bargaining unit workforce. If there are 20 full time employees, the Company may utilize up to 5 part-timers).

3. A part-time employee's work week shall be guaranteed to consist of five (5) consecutive days, five consecutive hours each day, within the employee's seven (7) day period. All hours worked in excess of eight (8) in any day shall be paid at the overtime rate of time and one half. A part-time employee's work week shall be guaranteed to consist of five (5) consecutive days, five (5) consecutive hours each day, within the employee's seven (7) day period. All hours worked in excess of eight (8) in any day shall be paid at the overtime rate of time and one half. No part-timer will be used to avoid giving overtime to a full-time employee.

4. Part-timers who successfully bid a sixth (6th) or seventh (7th) day shall be guaranteed a minimum of five (5) hours at time and one half for the sixth (6th) day and double time for the seventh (7).

5. If a part-timer is scheduled to work a Saturday or Sunday the Company must offer an equal amount of full time employees the opportunity to work on Saturday or Sunday.

6. In event a part-timer works more than six (6) hours in any given day they shall receive a thirty (30) minute unpaid meal break. Said meal break shall be taken between the fourth (4th) and sixth (6th) hours of work.

7. No part-timer shall work in excess of thirty (30) hours per week.

8. If a part-timer becomes a regular full time employee his/her seniority will be based on their original date of hire as a part-timer.

9. All employees covered by this Agreement whose shift commences between 2:00 P.M> to and including 7:00 A.M. shall receive three dollars ($3.00) per day over the wage scale listed in Section 5 of this Agreement. The three dollars ($3.00) shall be added to the wages scale in computing the employee's regular rate of pay for all purposes.

10. Hours not worked for which holiday pay is received shall be counted as hours worked for the purposes of computing the number of hours in such workweek after which the employee is entitled to overtime pay unless the holiday falls on the employee's scheduled day off.

11. A day's work shall be exclusive of one (1) hour for lunch, which period shall not start before the end of the fourth hour and not later than the sixth hour. Any employee requested to work during his/her lunch period shall be compensated at the rate of time and one-half for that lunch hour, regardless of what part of that lunch hour is actually worked.

12. Any employee who begins works prior to their scheduled starting time with management approval shall be paid time and one half the regular daily rate for the hours worked prior to his scheduled start and will be paid for a minimum of eight (8) hours work following his/her scheduled start.

13. Mandatory Overtime

    a) The employer will give the Shop Steward at least one (1) hour notice of any overtime opportunities.

    b) Once an employee has agreed to work overtime, or has been forced, he/she will be guaranteed two (2) hours of work or pay.

    c) When the overtime requirement is not met voluntarily, employees may be required to work in reverse order of seniority.

14. Employee's time worked shall be computed from time required to report at the garage or terminal and to the time of return to the same garage or terminal. Employees shall not work overtime, or on a sixth or seventh day during any period when employees covered by this Agreement are laid off.

SECTION 7: SENIORITY

1. Seniority shall prevail, in that the Employer recognized the general principle that senior employees shall have preference to choose their shifts. Seniority does not give an employee the right to choose a specific unit, run, trip, load, or assignment.

   All shifts shall be posted for bid once each year commencing January 1 and a second may be posted to be effective on September 1 of each succeeding contract year. The schedule posted shall not be changed during its term unless agreed to by the parties. Employees bidding on such shifts must be duly qualified to perform such work, including the meeting of any requirements established by law, such as appropriate licenses and passes (No. 1, 2, 3, N.Y. Coast Guard Pass, Custom House, etc.). The company will post full time vacation replacement bids in conjunction with the general bid up to a maximum of ten percent (10%) of the work force per terminal. Those employees bidding such shifts shall be notified on a weekly basis of the available shifts, for the following week, which shifts shall be awarded by seniority.

   Employees shall be classified on either the Clerical or Warehouse Seniority List (See attached Appendix "D") as of their first date of hire as a Bargaining Unit employee. No employee can have

seniority with more than one Employer. Seniority rights for employees shall prevail. Seniority shall be measured by length of service with the Employer company as a Bargaining unit employee.

2. Within thirty (30) days after signing this Agreement, the Employer shall post in a conspicuous place at the Employer's terminal, a list of employees arranged according to their seniority. Claims for corrections to such lists must be made to the Employer within ten (10) days after such posting and after such time the lists will be regarded as correct. Any controversy over the seniority standing of any employee on such lists if raised within said ten (10) day period shall be submitted to the grievance procedure as established in this Agreement.

3. Seniority shall be broken only by:
    a. Discharge for just cause
    b. Voluntarily quit
    c. No work or lay off for more than one (1) year
    d. Failure to respond to a notice of recall
    e. Unauthorized leave of absence
    f. Unauthorized failure to report for work for three (3) consecutive days when work is available.
    g. Voluntary leaving of the classification of work covered by this Agreement and remaining in the employ of the employer in some capacity.

    Any employee who is absent because of proven illness or injury shall maintain their seniority for a period of three (3) years.

4. In the event the employee shall suffer a revocation of their driver's license because of violation of any laws by the Employer, the Employer shall provide suitable and continued employment for such employee, at not less than their regular earning at the time of revocation of license, for the entire period of revocation of license and shall be reinstated in the seniority he/she held prior to revocation of his/her driver's license, after said license is restored.

SECTION 8: VACATION

1. Notwithstanding any provision of this Agreement, employees grandfathered under prior agreements shall continue to be entitled to the vacation benefits established under those agreements and shall retain their current vacation entitlement without change.

2. Full-time employees hired on or after September 1, 2011 shall be allowed vacations in accordance with the following schedule:

    - Two (2) Weeks after 1 year
    - Three (3) Weeks after 6 years
    - Four (4) Weeks after 12 years

Such employees who have less than one (1) year of service prior to January 1 of any given year, however, shall receive a prorated vacation based on the number of months employed from his/her hire date to January 1. (In calculating such prorated vacation entitlement, employees hired between the 1st and the 14th of a month shall receive full credit for the month; employees hired on or after the 15th of the month shall receive no credit for the month. Moreover, all partial and/or fractional vacation days shall be rounded to a whole number. If the fraction is .5 or above, the number will be rounded up; if the; fraction is less than 5, it will be rounded down. Accordingly, by way of example, if an employee is hired November 11, the number of prorated vacation months between hire date and January 1 equals 2. The employee's earned vacation credit is computed by multiplying .833 days/mo. worked by 6 months. This equals 1.67 days which is rounded up to 2 allowable vacation days.)

3. The qualifying period for the 2026 vacation shall be January 1, 2026 to December 31, 2027 and the 2027 vacation, January 1, 2027 to December 31, 2028 and for the 2028 vacation, January 1, 2028 to December 31, 2029 and the 2029 vacation, January 1, 2029 to December 31, 2030 and for the 2030 vacation, January 1, 2030 to December 31, 2031.

4. The Employer shall post the vacation schedule no later than December 1 to be effective January 1, of each year, and shall give preference to the senior employees. The Employer shall have the right to schedule the number of employees who shall receive vacations as a particular time. Vacations shall be scheduled on a year-round basis according to seniority and classification.

5. The vacation period for the eligible employees shall consist of consecutive days provided that in the case of employees entitled to three (3) or more weeks' vacation the Employer may split the vacation into separate one (1) week periods with the consent of the eligible employee.

6. The Employer may not change the time of an employee's vacation once scheduled, except by mutual consent.

7. Where any of the holidays covered by this Agreement occur during the vacation period of any employee, said employee shall have the choice of an extra vacation day with pay to be used immediately or an additional day's pay for such holiday.

8. The pay which an employee shall be entitled to receive for his/her vacation shall be determined as follows: One (1) week vacation pay for an eligible employee shall be forty (40) hours pay at the employee's current scheduled weekly rate, including premium shift and night differential pay.

9. In the event the Employer claims a man power shortage has developed, employees may agree to work during their vacation period and such employee shall receive, in addition to his/her earnings for that week, the pay to which he/she would have been entitled had he/she been on vacation or, upon agreement reschedule his/her vacation period.

10. In case of death of an employee, the vacation pay due such an employee shall be paid to the employee's estate within two (2) weeks after receipt of death certificate.

11. To qualify for a vacation, an employee must have been employed by the Employer for one (1), six (6), twelve (12) or more years respectively prior to January 1 of the year in which the vacation is to be granted.

12. All employees shall be paid for all vacation time due according to the schedule listed herein. There shall be no pro-rating of vacation time, except for when an employer's employment ends. In the event an employee severs his or her employment with the Employer for any reason, the employee shall receive all vacation pay due within two (2) weeks after the employee has terminated.

13. No part-timers shall receive vacation time.

14. Employees may break up one (1) week of vacation into five (5) separate vacation days, this request must be done at the beginning of the vacation period. Days can be picked during the vacation scheduling by seniority. Once the vacation picks are completed any additional personal days will be done on a first come basis

15. Any vacation time accrued and earned by employees during 2026 under the current vacation program shall be recognized and remain available for use through December 31, 2027.
Effective January 1, 2027, employees shall receive a prorated vacation entitlement equivalent to nine (9) months of vacation accrual, which shall be credited to the employee's vacation bank.
Beginning January 1, 2028, employees shall transition to the regular vacation accrual schedule set forth in this Agreement, and all future vacation entitlements shall be earned and administered in accordance with the provisions of this Section.

SECTION 9: HOLIDAY

1. Notwithstanding any provision of this Agreement, employees grandfathered under prior agreements shall continue to be entitled to the holiday benefits established under those agreements and shall retain their current holiday entitlement without change.

2. Regular full-time employees hired on or after September 1, 2011, will receive total of seven (7) holidays. Said holidays will be as follows:
   - New Year's Day
   - Memorial Day
   - Independence Day
   - Labor Day
   - Thanksgiving Day
   - Day After Thanksgiving
   - Christmas Day

   And five (5) personal days.

3. If a part-timer is scheduled to work on any of the following 7 holidays, they will be paid holiday pay in the amount of five (5) hours straight time for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving, and Christmas Day in addition to pay for the hours worked on the holiday. Part-timers will only be offered the holiday week if there are not enough full-time employees available and willing to perform the work.

4. Employee's must work the last scheduled day before a holiday and the first scheduled working day following the holiday to be eligible for holiday pay unless time off on these days has been excused with pay and pre-approved by management. This shall apply if the Holiday falls on Saturday or Sunday.

5. All hours worked on the following Holidays for regular full time employees shall be paid at the rate of two (2x) times the regular rate of pay with a minimum guarantee of eight (8) hours work or pay in addition to the Holiday pay; (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving, and Christmas Day)

6. Employees who elect to work on an evening prior to a Holiday and whose work ends on a Holiday, shall work the hours necessary to complete that day's work at the regular rate of pay and the regular overtime rate shall be paid thereafter until the regular starting time of the next day at which time the Holiday hourly rate shall apply until he completes his work.

7. Employees who elect to work on a Saturday, Sunday or Holiday evening and whose work ends on the following day, shall be paid at the Saturday, Sunday or Holiday rate until he has completed his work.

SECTION 10: SICK LEAVE

The parties acknowledge the requirements set forth in the New York State Labor Law Section 196-b and agree that the paid time off benefits set forth in this Agreement are (I) comparable to the leave provided in the New York State Paid Sick Leave Law, and (II) comparable to the leave provided in the New York City Paid Safe and Sick Leave Law, and they agree to waive compliance with the specific provision of the City Law.

1. Notwithstanding any provision of this Agreement, employees grandfathered under prior agreements shall continue to be entitled to the Sick Leave benefits established under those agreements and shall retain their current vacation entitlement without change.

2. Employees hired on or after September 1 , 2011 shall be eligible for seven (7) days equaling fifty-six (56) hours per year.

3. In addition to the sick leave currently available under ESSTA, employers must provide employees with thirty-two (32) additional hours of unpaid sick leave equaling four (4) days per year that is immediately available for use upon hire or the first of each calendar year. These additional hours of unpaid sick leave can only be used if the employee has not yet accrued enough sick leave, has reached the employer's annual cap on sick leave, or has specifically requested to use this unpaid leave. Employers are not required to carry over unused hours to the following year.

4. Sick Leave shall not be accumulated, but employees shall receive payment based upon their regular rate of pay, including premium and night shift pay, for all unused sick leave within two (2) weeks after the end of the calendar year, or at the time the employee severs his/her employment for any reason. There shall be no prorating of sick leave.

5. Employees may use sick time in no less than 8h and no more than 10hrs respective to the shift schedule that has been assigned in any given work day.

6. Employees' sick leave entitlement for the period of September 1, 2026 through December 31, 2026 shall be prorated based on the portion of the calendar year remaining.
   Any unused sick leave balance remaining as of December 31, 2026, including both existing and prorated 2026 sick leave entitlements, shall be paid out in accordance with this Agreement. No sick leave payout shall be made in September 2026.
   A new sick leave accrual period shall commence on January 1, 2027, and employees shall receive their full annual sick leave entitlement for the 2027 calendar year in accordance with this Section.

SECTION 11: LEAVE

1. Leave of Absence - Any employee desiring leave of absence from his/her employment without pay or other benefits shall secure written permission from both the Union and Employer. The maximum leave of absence shall be for thirty (30) days and may be extended for like periods. Permission for extension must be secured from both the Union and Employer. During the period of absence the employee shall not engage in gainful employment in any industry. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved.

2. Medical Leave of Absence - An employee who becomes ill shall be entitled to a medical leave, starting when the Employee leave his/her regular work schedule. Such employee must report his/her illness to the company and the probable length of absence.



An employee returning from a medical leave must furnish a statement from his/her physician stating that he/she is able to assume the normal duties of his/ her job. Upon returning the employee shall be placed in a shift and location of his/her choice in his/her classification according to his/her seniority.

3. Funeral leave - Notwithstanding any provision of this Agreement, employees grandfathered under prior agreements shall continue to be entitled to the Funeral Leave benefits established under those agreements and shall retain their current vacation entitlement without change.

   In case of a death in the employee's immediate family i.e., spouse, mother, father, sister, brother, children, mother-in-law, father-in-law, grandparents, legal guardian, or domestic partner, the employer shall grant such employee five (5) working days off with pay.

4. Jury Duty - It is agreed that employees required to report for Jury Duty shall receive the difference in their regular daily rate of pay and their Jury pay for up ten (10) days and up to (20) days for Federal Grand Jury.

5. Armed Forces - Employees enlisting or entering the military or naval service of the United States, pursuant to the provisions of the Universal Military Training and Service Act and amendments thereto shall be granted all rights and privileges provided by the Act.

   Returning servicemen, who would be entitled to receive a vacation under the applicable law by virtue of this Agreement shall receive a vacation or pay in lieu thereof as set forth above. The number of days after his/her return, but prior to anniversary date of the year in which the vacation is to be granted, which a serviceman may have missed from work and still qualify for the vacation, shall be apportioned to the time since his/her return to work. For example: if a serviceman has returned work six (6) months prior to his anniversary date of the year in which the vacation is to be granted, he/she shall not have missed work more than the twenty-five (25) days on which work was available to him/her. If he/she returned three (3) months prior to his/her anniversary date of the year in which the vacation is to be granted, he/she shall not have missed more than twelve (12) days on which Work was made available. If a fraction results in any computation of the percentage, the next lower number of days shall be considered.

SECTION 12: NEW POSITIONS – VACANCIES

1. All new positions or permanent vacancies will be promptly bulletined at places accessible to all employees covered by this Agreement. Bulletins will show classification, assigned hours, location and days to be worked. Employees desiring such positions will: file their applications with the designated management official within five (5) working days from date of posting. Bids will only be received from employees within a period of twenty (20) calendar days.

2. If the position is not filled within thirty (30) days after the bid is pulled off the board, it will be reposted.

3. Each bid assignment after the general bid will be followed by a waiting period of one hundred and twenty (120) days before that employee may bid again, except that his/her limitation will not prevent his/her bidding for a new position or premium shift.

SECTION 13: JOB SECURITY

1. In the event the company desires to consolidate or automate any work presently performed by employees covered by this Agreement, the Union will be notified at least thirty (30) days in advance thereof, and full and complete discussion will be had concerning the automated or consolidated operation, introduction and use of AI related to current tasks handled by Employees, the utilization of personnel, the assignment of personnel in eliminated classifications to the consolidated or automated jobs and all necessary discussion relating to such changes in operation.

2. Should work presently covered by this Agreement be eliminated as a result of consolidation, automation, or AI innovations the affected employees covered by this Agreement will be re-trained and reassigned to such new work or other work in the station, in accordance with seniority. The employer has no intention of replacing higher paid employees with those of a lower pay grade.

3. In the event of the introduction of new equipment or technologies and the work to be performed with such equipment or technologies does not come within the classifications covered by this Agreement, the parties will meet and review the type of work to be performed involving such equipment and will establish the proper rate of pay. Such rate of pay to be effective as of the time such equipment is utilized in the day to day operations of the Employer.

4. In the event the employee shall suffer a revocation of his/her license because of violation of any laws by the Employer, the Employer shall provide suitable and continued employment for such employee, at not less than his/her regular earnings at the time of revocation of license, for the entire period of revocation of license and shall be reinstated in the seniority he/she held prior to revocation of his/her license, after his/her license is restored.

5. The Employer voluntarily agrees to a card check, at such time, as a majority of such employees in an appropriate bargaining unit designate, as evidenced by a card check, a signatory union as their collective bargaining agent and they shall automatically be covered by this Agreement. In such cases the party may, by mutual agreement, work out wage and hour scheduled, and any dispute relating to such schedule shall be subject to the grievance procedure. The provisions of this agreement shall apply to all accretions to the bargaining unit, including but not limited to, newly established or acquired terminals and consolidation of terminals.

   Both parties agree that the Union does not represent the facility in Jersey City, New Jersey, as it currently exists, maintained by the Employer or an affiliate of the Employer and neither this paragraph or Section 1A confers such representation to the Jersey City, New Jersey as it currently exists. The Union reserves its rights of accretion as may be determined by the National Labor Relations Board. Notwithstanding anything in this collective bargaining agreement to the contrary, it is specifically agreed that the issue of representation of the Jersey city, New Jersey facility is not subject to arbitration, but is subject only to the jurisdiction of the National Labor Relations Board and any federal courts to which appeals may be taken from a determination of the National Labor Relations Board.

6. Subcontracting - The Employer agrees that no work or services of the kind, nature or type covered by, presently performed, or hereafter assigned to the Collective Bargaining Unit will be subcontracted.

   The Employer remains able to subcontract excess Trucking Work as they are currently doing as long as: (a) At the time of the subcontracting, there are at least eleven (11) trucking/warehouse employees working for K+N; (b) the Excess Trucking Work can be done by any other company that is a Local 295 signatory in good standing and remains fully compliant with all obligations under that agreement. Should there not be a compliant Local 295 signatory company to perform such work then K+N will resume doing such work in a timely manner (not to exceed six months) with the employees of K+N in the Local 295 bargaining unit.

SECTION 14: STEWARDS

1. Appointments and Duties - The Employer recognizes the right of the Union to designate Job Stewards and Alternates from the Employer's seniority list. The authority of Job Stewards and Alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:
   a) The investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement;
   b) The collection of dues when authorized by the appropriate Local Union official;
   c) The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its Officers, provided such messages and information (a) have been reduced to writing, or (b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slow downs, refusals to handle goods, or any other interference with the Employer's business.
   d) He/she will remain on the premises for his/her entire shift unless he/she is party to any grievance preceding or negotiation session that may take place away from the Employers' premise with pay.

2. Job Stewards and Alternate have not authority to take strike action, or any other action interrupting the Employers business, except as authorized by official action of the Union.

3. The Employer recognizes these limitations upon the authority of Job Stewards and their Alternates, and shall not hold the Union and/or its Officers or Agents liable for any unauthorized acts. The Union reserves the right to remove the Shop Steward or Alternate at any time, for the good of the Union. The Shop Steward will be granted super-seniority for layoff and recall purposes only. Any additional application of super-seniority must be justified as being directly related to a Shop Stewards duties and permitted by applicable law. He/she shall be the last employee to be laid off and, under no circumstances shall be discriminated against by his Employer. Authorized representative of the Union shall be permitted access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the agreement is being adhered to. The employer agrees to the posting within business premises of notice of Union meetings by the Local Union.

4. The Union shall be permitted to have up to but not in excess of one (1) meeting of all the designated steward per calendar quarter. Hours lost from the steward's regular shift to attend such meeting shall be paid by the Employer at straight-time rates up to but not in excess of their regular bided shift.

SECTION 15: LABOR PRACTICE

1. The Employer shall not enter into any written or oral agreement with any employee or group of employees covered by this Agreement, which in any way violates the wages, hours, or working conditions of this Agreement.

2. The Local Union shall have the right to seek recovery from the Employer in its own name and in behalf of the employee the wages or other benefits which any member may waive or assign to the Employer.

3. The Union as well as the members thereof agree at all times, as fully as it may be within their power, to further the interests of the industry and the Employer and to cooperate with the Employer to the best of its ability to eliminate unfair trade practices and labor abuses detrimental to the industry.

4. Time Clocks - The Employer regardless of number of employees employed must provide a time clock. Employees shall be required to punch in at the beginning of their shift, out for the beginning of their lunch period, in again at the end of their lunch period and out when the employee finishes work for the day. Employees shall not be required to punch in or out at any other time.

5. When checks are issued in payment of wages, such checks shall have appended memoranda, for detachment and retention by the payee, separately showing regular and overtime earnings and showing deductions for social security, state and federal income tax withholdings, and any miscellaneous deductions.

6. In the event that wages are paid in cash, memoranda also indicating separate regular and overtime earning and the above deductions shall be given the employee at the same time he receives his cash wages. Employees paid in cash shall be paid anytime on usual payday.

7. Payroll records of Employer shall reflect accurately and fully normal and overtime hours worked and wages paid, as well as vacations earned and given, and holidays worked or not worked.

8. Business Agents and representatives of the Union shall be granted access to wage, personnel, and time records of the employees covered by this Agreement.

9. Employees shall not be held responsible for vehicles not properly equipped to comply with the State Motor Vehicle Laws and shall be compensated for fines and time lost if summoned to the court, etc. because of same.

10. Any employee required to appear in court or arbitration proceeding at the request of the Employer or Union or at the summons of any governmental agency, shall be paid in full for such time by the Employer. No payment shall be less than a full day's pay but the employee shall be available for work if the proceeding does not extend the full day.

11. When an employee is required to appear in court for the purpose of testifying because of an accident he/she may have been involved in during working hours, such employee shall be reimbursed in full for all time lost unless the employee is proven to have been under the influence of intoxicating liquors or narcotics.

12. Communications and/or letters relative to Progressive Discipline of an employee's personnel file shall be removed after twelve (12) months from issue date and eighteen (18) months for discipline in connection with pattern attendance issues and once removed will not be considered a part of his/her permanent employment record nor may be used in any proceeding.

13. Access to employer's establishment - Authorized representatives of the Union shall be permitted access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to. The Employer agrees to the posting within his business premises of notice of Union meetings and other Union-authorized communications, by the Local Union.

SECTION 16: HEALTH & WELFARE

1. The Employer agrees that the Trust Agreement establishing the Local 295 Employer Group Welfare Fund shall be deemed to be as though fully forth herein and the terms thereof shall be deemed binding upon it as a signatory to the terms thereof shall be deemed binding upon it as a signatory to the terms

to the Agreement of Trust made and establishing the Local 295 Employer Group Welfare Fund. The Employer agrees to contribute to said Local 295 Employer Group Welfare Fund week for each week in which the employee appears on the Employer's payroll, on behalf of each employee covered by this Agreement. Contributions shall be made to the Fund on or before the tenth (10^{th}) day of the succeeding month on account of contributions due for the immediately preceding month. The parties agree that they will re-open this Agreement during July 2029 in order to negotiate the Health & Welfare contribution rates for the contract years commencing on September 1, 2029, and September 1, 2030. The Employer agrees to pay the following contribution rates:

- Effective September 1, 2026 - $600.00 per week per employee
- Effective September 1, 2027 - $614.00 per week per employee
- Effective September 1, 2028 - $628.00 per week per employee
- Re-opener July 1, 2029

2. The Employer assumes full responsibility for coverage for all employees and in the event of any loss sustained by the employee of his/her family resulting from the negligence or failure of the Employer to make regular and timely contributions to the Fund, the Employer shall personally be liable for any such loss. The Employer further agrees to provide statutory disability benefits for the employees covered by this Agreement at no cost to the employees covered by this Agreement.

3. Payments to the Welfare Fund must be continued during a strike.

4. The parties hereby confirm and approve the composition and membership of the Board of Trustees of the Health & Welfare Fund as now and hereafter constituted.

5. A duly authorized agent or representative of the Employer is to acknowledge the accuracy and to verify the contributions by affixing his signature in the space designated on the contribution form submitted by the fund.

SECTION 17: PENSIONS

1. The Employer agrees that the Trust Agreement establishing the Local 295 Employer Group Pension Fund shall be deemed to be though fully set forth herein and the terms thereof shall be deemed incorporated in this Agreement as though hereinafter set forth. The Employer agrees that upon execution of this Agreement it will be deemed a signatory to the Agreement of Trust made and establishing the Local 295 Employer Group Pension Fund. The Employer agrees to contribute to said Local 295 Employer Group Pension Fund for each week in which the employees appear on the Employer's payroll on behalf of each employee covered by this Agreement. Contributions shall be made to the Fund on or before the tenth (10^{th}) day of the month on account of contributions due for the immediately preceding month. It is further agreed that the Union may be considered as an Employer for the purpose of making contributions to the Local 295 Employer Group Pension Fund on behalf of employees and officers of the Union. The Employer agrees to contribute to said Local 295 Employer Group Pension Fund the following:

   Full-time Contributions:

   - Effective September 1, September 2026 - $259.50 per week per full-time employee
   - Effective September 1, September 2027 – $265.50 per week per full-time employee
   - Effective September 1, September 2028 - $271.50 per week per full-time employee
   - Effective September 1, September 2029 - $277.50 per week per full-time employee

- Effective September 1, September 2030 - $283.50 per week per full-time employee
-

Part-time Contributions:

- Effective September 1, 2026 - $115.24 per week per part-time employee
- Effective September 1, 2027 - $119.24 per week per part-time employee
- Effective September 1, 2028 - $123.24 per week per part-time employee
- Effective September 1, 2029 - $127.24 per week per part-time employee
- Effective September 1, 2030 - $131.24 per week per part-time employee

2. The Employer assumes full responsibility for coverage for all employees and in the event of any loss sustained by the employee of his/her family resulting: from the negligence or failure of the Employer to make regular and timely contributions to the Fund, the Employer shall personally be liable for any such loss.

3. Payments to the Pension fund must be continued during a strike.

4. The parties hereby confirm and approve the composition and membership of the Board of Trustees of the Pension Fund as now and hereafter constituted.

5. A duly authorized agent or representative of the Employer is to acknowledge the accuracy and to verify the contributions by affixing his signature in the space designated on the contribution form submitted by the fund.

SECTION 18: FRINGE BENEFITS COLLECTIONS

1. In the event the Employer defaults in payment of Pension and/or Welfare Contributions as per Sections 19 and 20 of this Agreement, and notice of such default is served upon the Employer via certified mail by the administrator and/or the Trustees of the respective Funds, and copies are sent to the Union; Pension and Welfare Fund Trustees; and if said default is not paid within five (5) days after said notice of default, then the provisions for Sections 23 shall be deemed cancelled, withdrawn, and waived by the Employer and the Union may thereupon order and enforce a strike against the Employer in default, which shall not be considered a breach of this Agreement. The Fund Administrator, or the Trustees of each respective fund shall have the right to inspect all books, records, papers, and reports of the Employer, and to interview all employees of the Employer, as they, in their sole discretion deem necessary to permit the administrator and/or the Trustees of the Funds to determine whether the Employer is making full payments to the Funds of the amounts required by this Agreement. A determination on such audit and inspection to the effect that the Employer has failed to remit his required contribution, shall be deemed a default within.

   In the event the Employer has within the previous twelve (12) month period been the recipient of a five (5) day notice of default as provided herein, any further default by said Employer shall be considered a breach of the Agreement and the Union, without notice to the Employer, may take such action as it deems necessary in accordance with the provisions of this paragraph.

2. The Employer shall retain for a minimum period of six (6) years payroll and related records necessary for a proper audit in order that a duly designated representative of the trustees may make periodic review to confirm that contributions owed pursuant to Agreement are paid in full, for the preceding six year period. In the event, after the Trustees have made a request, the Employer fails to produce its books and records necessary for a proper audit, the Trustees, in their sole discretion, may determine

that the Employer's weekly payroll subject to contributions for each week of the requested audit period are the highest number of Employees appearing on the payroll records for any week during the twelve preceding months audited, or during the last twelve months for which reports were filed, whichever weekly payroll records are greater. Such determination by the Trustees shall constitute presumptive evidence of delinquency. Nothing herein shall mean that the Funds relinquish their right to commence legal proceedings to compel an examination of the Employer's books and records for Audit.

Necessary records shall include but not be limited to:

- Annual Tax Returns, Employers (940)
- Employers Quarterly Returns (941)
- New York State Unemployment Insurance Tax Returns
- Individual Employee Payroll Records
- Weekly Payroll Books
- Cash Disbursements
- Books Employee W-2
- Forms
- Copies of Payroll Reports on all Funds
- Copies of Cancelled Checks to all
- Funds

When Auditors are sent to audit the books of any Employer and a definite appointment is scheduled, when the Auditor or Auditors cannot start at the appointed time and must return, because of the fault of the Employer/or when necessary, records are not furnished, then the said Employer shall be penalized and pay the sum charged by the Auditors, to cover the expense of the Auditor or Auditors.

It shall be a violation of this Agreement for any Employer bound by this Agreement to fail to furnish proper records when requested, for the purpose of completing an audit. The Union shall have the right to remove all its members from the offending Employer upon twenty-four (24) hours' notice, after making final written request for such records.

3. In the event the Employer does not make the payments of fringe benefits within five (5) days of notice of default, it is agreed that the Employer may be liable for the following damages; interest on the unpaid contributions at the primate rate charged by Banker's Trust and additional interest there upon at the prime rate charged by Banker's Trust or twenty percent (20%) of the delinquency, whichever is greater, together with attorney's fees, cost of any suit and any audit required.

   The Employer acknowledges and understands that the above damages are cumulative and are required to protect the financial integrity of the fringe benefit funds.

SECTION 19: PROTECTION OF RIGHT

1. It shall not be a violation of this Agreement, and it shall not be cause for discharge, disciplinary action or permanent replacement I the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line sanctioned by the Union, including a picket line of the Union party to this Agreement, and including primary picket lines at the Employer's places of business. The Union agrees to provide the Employer with at least seventy-two (72) hours advance written notice, by email to the Employer's usual point of contact, of any such picket line(s) and their location(s), along with a confirmation that any picket line so

established is a primary picket line. In such circumstances, the Employer may exercise its lawful rights to get the work done.

It shall not be a violation of this Agreement, and it shall not be cause for discharge, disciplinary action or permanent replacement if any employee refuses to perform any service which his/her Employer undertakes to perform as an ally of a Company or person whose employees are on strike and which service, but for such strikes, would be performed by the employees of the Company or person on strike

2. No employee covered by this Agreement can be subject to a polygraph test.

SECTION 20: STRIKE & LOCKOUTS – GRIEVANCE & ARBITRATION

1. The Union and the Employer agree that there shall be no strike, lock-out, tie-up, work stoppage during the term of this Agreement. Should any dispute or grievance arise between the Employer and the Union, as to the meaning, import, and application of; or compliance with the provisions of the Agreement, or should any grievance or dispute arise as between the Employer and Union, such dispute or grievance shall be settled in the following manner:

   STEP 1: Between the aggrieved employee, Steward and the Foreman of the department involved. If not settled within five (5) working days then:

   STEP 2: Between a Business representative of the Union or other person designated by the Union and the plant superintendent or other company designee. If not settled within five (5) working days then:

   STEP 3: a) The dispute shall be submitted the American Arbitration Association (AAA) (hereinafter called the 'Arbitrator") pursuant to the rules of the American Association.

   b) The Arbitrator shall recognize as just cause for discharge, but not be limited to, the following conduct:

   - Drunkenness, drinking during working hours (including lunch time), or being under the influence of liquor or drugs during working hours (including lunch time);
   - Theft or dishonesty:
   - Unprovoked assault on his/her Employer or his/her Employer's representative during working hours;
   - Carrying unauthorized passengers in Employer's vehicles.
   - All costs involving any proceeding before the Arbitrator shall be paid equally by both parties.

   (c) Failure of any party involved to comply with the Arbitrator's award within ten (10) days thereafter, will remove restrictions against any legal economic recourse by the other party as prohibited by subdivision (a) of this Article.

2. The Arbitrator shall not have the authority to add to, delete from or modify any terms of this Agreement.

3. It is further agreed that in all cases of an unauthorized strike, walk-out, or any other unauthorized cessation of work in violation of this Agreement, the Union shall not be liable for damages resulting from such unauthorized acts. While the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the Employer during the first twenty-four (24) period of such unauthorized work stoppage, shall have the sole and complete right of reasonable

discipline [short of discharge] and employees shall not be entitled to or have any recourse to any other provision of this Agreement.

4. The Arbitrator upon demand from the Union and upon the submission of proof by the Union evidencing that the Employer has failed to meet the wage, welfare, pension, check-off provisions and/or any other provisions of this Agreement, require the posting of a cash bond by the Employer. Failure to post such bond shall be reason for the termination of this Agreement.

5. This section shall be extended pending negotiations for a successor Collective Bargaining Agreement, even if such negotiations extend beyond the expiration date of the Agreement.

SECTION 21: FEDERAL & STATE LAWS

1. Employers shall protect employees with Worker's Compensation Insurance, Social Security, Personal Privacy Protection Law, and Unemployment Insurance as required by Federal and State Laws.

2. The Employer agrees to cooperate toward the prompt disposition of employee-on-the-job injury claims. An employee who is injured on the job and is sent home, or to a hospital, or who must obtain medical attention, shall receive pay at the applicable hourly rate for the balance of his regular shift on that day. An employee who has returned to his regular duties after sustaining a compensable injury who is required by the Worker's Compensation doctor to receive additional medical treatment during his regularly scheduled working hours shall receive his regular hourly pay for such time. In the event that an employee sustains an occupation illness or injury while away from his terminal, the employer shall provide transportation by bus, train, plane, or automobile to his terminal if and when directed by a doctor.

   The Employer agrees to provide any employee injured locally, transportation at the time of injury from the job to the medical facility and return to the job, or to his/her home if required.

   In the event of a fatality arising in the course of employment while away from his/her terminal, the employer shall return the deceased to his/her home.

3. The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement when employees refuse to operate such equipment. All equipment which is refused because not mechanically sound or properly equipped shall be appropriately tagged so that it cannot be used by other drivers until a qualified mechanic has adjusted the complaint. After equipment is repaired, the Employer shall place on such equipment an "OK" in a conspicuous place so the driver can see same. Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property or in violation of any applicable statute or court order or in violation of any government regulation relating to safety of person or equipment. Any employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by his/her Employer, the employee before starting his next shift, shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to the accident. The employee and Union shall receive a copy of the accident report that he/she submits to his/her Employer. Employees shall immediately, or at the end of their shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, of which one copy is

to be given to the employee and a copy to the Union. The Employer cannot require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition until same has been approved as being safe by a qualified mechanic, with a copy of the mechanic's report sent to the Union.

4. Trucks must have a heater, defroster and windows that are in good working condition. In the event the foregoing are defective, the Employer shall put same in good working condition within three (3) consecutive working days after proper notification. Heaters, defrosters and windows presently on trucks manufactured prior to above date will not be removed from the trucks and the Employer will make every effort to maintain them in working condition.

5. Garages or terminals of the Employer must provide sanitary conditions for the employees covered by this Agreement.

6. "The parties acknowledge the requirements set forth in the New York State Labor Law Section 196-b and agree that the paid time off benefits set forth in this Agreement are (I) comparable to the leave provided in the New York State Paid Sick Leave Law, and (II) comparable to the leave provided in the New York City Paid Safe and Sick Leave Law, and they agree to waive compliance with the specific provision of the City Law.

7. NY Paid Voting Leave - Employees may receive up to two hours of paid time off to vote if they do not have "sufficient time to vote." An employee is deemed to have "sufficient time to vote" if an employee has four consecutive hours to vote either from the opening of the polls to the beginning of their work shift, or four consecutive hours between the end of a working shift and the closing of the polls

SECTION 22: TRANSFER OF COMPANY TITLE OR INTEREST

1. This Agreement shall be binding upon the parties hereto their successors, administrators, executors, and assigns. In the event an entire operation or any part thereof is sold, leased, transferred, or taken over by sale, transfer, lease, integration, assignment, receivership, or bankruptcy proceeding, such operation shall continue to be subject to the terms and condition of this agreement for the life thereof. The Employer shall give notice to the existence of this Agreement to any purchasers, transferee, lessee, assignee, etc., of the operation covered by this Agreement or any part thereof including rights only. Such notice shall be in writing with a copy to the Union, at the time seller, transferor, or lessor executes a contract or transaction as herein described. The Union shall also be advised of the exact nature of the transactions if any of the above-named procedures are not adhered to by the Employer.

2. In the event the Employer changes his operations within the jurisdiction of the Union, the present employees and present contract shall prevail at the terminal (s) or location(s) and the displaced employees, or the employees affected shall have a right in keeping with their seniority to move to the new terminal(s) or location(s) with all seniority rights. In the event the Employer moves outside the jurisdiction of the Union and has not existing terminal(s) or branch(es), he shall first offer employment to present employees who are affected or will be affected at the new terminal(s) or branch(es). In the event the Employer operates more than one terminal or branch and closes an existing terminal or branch and thereby increases the number of employees in the remaining terminal(s) or branch(es), the employees affected by the closing of the terminal(s) or branch(es) shall have full seniority rights, wages, and hours presently enjoyed in the area previously serviced.

3. When two or more Employers merge their operations within the jurisdictional area of the Union, then the employees of the respective Employers shall all be placed on one seniority roster in the order the earliest date of hire of each of the employees with their respective Employer.

4. In the event the company is bought, sold, acquires or merges with another company employees will be dove tailed in seniority according to their hire date.

5. The operation of all trucks, tractors, trailers or any other vehicle owned by or leased to, by, on behalf of, or through the Employer, while used for delivery and/or pick-up or used in interlining, anywhere within the jurisdiction of this Union, shall be performed exclusively by employees of the Employer covered by this Agreement.

SECTION 23: MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment in his individual operation relating to wages, hours of work, overtime, differentials, and general work conditions shall be maintained at not less than the highest standards in effect. The Employer further agrees that it will in no way seek to enforce or impose any subsequent agreement or master agreement affecting the air freight industry which will reduce any of the standards established by this agreement.

SECTION 24: COMPANY RULES

The Company may establish such Company Rules as it deems necessary or desirable, provided that such rules are not in conflict with this Agreement and further provided that no such Company rules shall become effective without written approval of the Union. Approval shall not be unreasonably withheld by the Union.

SECTION 25: SAVING CLAUSE

If any Article or Section of the Agreement or of any Supplements or Riders thereto should be held invalid by operation of law or by any tribunal or competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Supplements or Riders thereto, or the application of such Article or Section to person or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of writing notice of the desired amendments by either Employer or Union for the purpose of arriving at a mutually satisfactory replacements for such Article or Section during the period of invalidity or restraint. There shall be no limitation of tie for such written notice. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after receipt of the stated written notice, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provisions of this Agreement to the contrary.

SECTION 26: NON-DISCRIMINATION

1. The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms, or conditions of employment because of such individual's race, color, relegation,

sex, nation origin, or age, nor will they limit, segregate, or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, national origin, or age.

2. The Company and the Union agree that there will be no discrimination by the Company or the Union against any employee because of his or her membership in the Union or because of any employee's lawful activity and/or support of the Union.

3. Whenever any words are used in this Agreement in the masculine gender. They shall be construed as though they were used in the feminine gender.

SECTION 27: MISCELLANEOUS

1. The company will agree to allow all unit employees to participate in the Teamster's 401K plan.

2. The Company will agree to allow all unit employees to participate in a voluntary Short Term and Long-Term disability insurance provided on a voluntary basis.

3. The parties agree to implement the Safety Program as proposed by the Union during the negotiations leading to this Agreement. In addition, the parties agree that when the new Safety Program is announced to the bargaining unit employees, they will also be advised that a failure to report a serious accident or an accident that cause damage requiring repairs, and an accident that is caused by gross negligence that causes serious injury could lead to immediate disciplinary action up to and including termination.

4. Safety Standards and Principles - The Company and the Union agree that the nature of work performed in warehouse and distribution facilities by employees is recognized as potentially hazardous. Therefore, the Union and the Company will cooperate in the endeavor to maintain a safe, healthy, and secure work environment. The Company agrees that no employee should work or be directed to work in a manner or condition that does not comply with accepted safety practices or standards as established by the Company's Quality, Safety, Health and Environment (QSHE) Department, Department of Labor, State of New York, and other applicable regulatory requirements. This does not imply the Union is in any agreement with mandated vaccines. Any such implementation shall be subject to bargaining.

5. Company Responsibilities - Recognizing the inherent risk(s) in a warehouse and distribution setting, the Company is obligated to provide a safe workplace and to educate employees on proper safety procedures and use of protective and safety equipment. The Company is committed to responding to legitimate safety concerns raised by employees. The Company will comply with federal and state safety standards, including requirements relating to the use of protective devices and equipment.

6. Employee Responsibilities - Employees will contribute to a healthy workplace, including not knowingly exposing themselves and others to conditions that would jeopardize the safety, health, security and/or wellbeing of themselves or others. Employees are obligated to work in a safe manner, including but not limited to:

   a) Observation of safe practices pertaining to their work;
   b) Use of proper safety devices and protective equipment as required by the Company;
   c) Proper care for company issued personal protective equipment; and
   d) Prompt reporting to management of any:
      I. occupational injury or illness,

II. safety risk or hazard,
III. incident, accident and/or near miss

Regardless of the degree of severity

7. Tag out - Shut off power and place a tag out device/notice on the equipment to indicate that it can't be operated until the tag out device is removed by management, and it has been deemed safe to operate.

8. Accident/Incident Reporting - OSHA recognizes that: 1) Reporting a work-related injury or illness is a core employee right and retaliating against a worker for reporting an injury or illness is illegal discrimination under section 11(c) of the OSH Act and 2) Employers have a legitimate interest in establishing procedures for receiving and responding to reports of injuries, accidents, incidents, or "near misses".

   Any accident, incident, or "near miss," no matter how slight the injury or damage, must be reported to management as soon as practically possible for appropriate action.

   The supervisor is responsible for taking appropriate follow-up action, including getting medical attention for anyone injured, completing an investigation report, and recommending or implementing appropriate corrective actions.

   The primary purpose of the accident investigation is to identify the cause(s) of the accident, incident or "near miss" and take action to prevent a similar occurrence in the future. OSHA encourages employers to maintain and enforce legitimate workplace safety rules in order to eliminate or reduce workplace hazards and prevent injuries from occurring in the first place.

SECTION 28: DRIVE

1. The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his or her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from that employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

2. The Employer will recognize authorization for deductions from wages, if in compliance with the state law, to be transmitted to Local Union or to such other organizations as the Union may request if mutually agreed to. No such authorization shall be recognized if in violation of state or federal law. No deduction shall be made which is prohibited by applicable law.

SECTION 29: MANAGEMENT RIGHT

Except as otherwise provided in this Agreement, the Employer retains the exclusive right to manage and run its business. These rights include, but are not limited to, the right to hire, direct and schedule the employees; to plan, direct and control operations, to promulgate reasonable rules and regulations

after discussion with the Union; to discipline bargaining unit employees for just cause; to carry out the ordinary and customary functions of management.

SECTION 30: WAREHOUSE SPECIFICS

1. Uniforms - The employer agrees that if any employee is required to wear any kind of uniform as a condition of his/her continued employment, such uniform shall be furnished and maintained by the Employer, free of charge, at the standard required by the Employer. No employee shall be required to wear a uniform that does not bear the Union Label. Voluntary pooling arrangements for the purchase of uniforms shall not come within the scope of this Article.

2. Pick-ups and Deliveries - Chauffeurs or Drivers shall make all pick-ups and deliveries within the jurisdiction of the Union as outlined in Appendix "A" of this Agreement. They shall not be responsible for losses from their trucks unless their carelessness or negligence is proven. Employees are obliged to observe diligently all safety and security measures for the protection of equipment and freight carried. No employee shall double park, park in bus stops, park by hydrants or park in restricted zones or violate any law or ordinance in order to make deliveries or pick-ups, unless so ordered by the Employer. However, employees must make an honest effort to perform their duties.

3. Starting place, Traveling expenses, etc - Any employee leaving his/her truck or automobile for night tie up or storage in a different place than he/she started from shall be paid carfare and traveling time provided it is within the jurisdiction of the Union. If any employee ties up at any other point, he/she shall be paid traveling time and transportation expenses. Any employee sent outside the metropolitan district shall be paid hotel, meal and traveling expenses.

SECTION 31: DURATION AND REOPENER

4. This Agreement shall constitute the full and binding Agreement of the parties and shall be in full force and effect from September 1, 2026 to August 31, 2031. However, the parties agree that this Agreement will be re-opened for negotiations during July 2029 in order to negotiate the amount of contributions to be made by the Employer to the Local 295 Employer Group Welfare Fund commencing in September 2029 and September 2030. It is further agreed that the provisions of Section 23 (Strikes and Lockouts and Grievance and Arbitration) of this Agreement shall not apply to the re-opened negotiations and the parties engage in economic action during the re-opened negotiations.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this day of 9/11, 2021.

Teamster Local 295

Vincent Bruno/Vice President

Jessica Lamantia /Shop Steward

Stephen Maloney /Shop Steward

Kuehne + Nagel

Jawray Yu/Director HRBP

Fabien Mosnier/HRBP

Edward Figueroa/Station Manager

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this day of 9/11, 2026.

Teamster Local 295

Vincent Bruno/Vice President

Jessica Lamantia /Shop Steward

Stephen Maloney /Shop Steward

Kuehne + Nagel

Jawray Yu/Director HRBP

Fabien Mosnier/HRBP

Edward Figueroa/Station Manager

EX

Appendix "A" Discipline

The purpose of this Section is to set forth principles and guidelines designed to achieve fair and consistent treatment of employees in disciplinary matters.

The section reads as follows: "No employee shall be subjected to discipline or discharge without just cause, except when discharge is for layoffs, downsizing, reductions in force, job eliminations or other such reasons predicated on business conditions as provided for in Section 34 - Management Rights. Just cause for discipline including dismissal from employment, shall include those causes of the type listed below. "Just Cause" is defined as "the employee's failure to satisfactorily perform job duties or misconduct that is demonstrably and materially harmful to the Company's legitimate business interests."

Factors include:

- Whether the employee knew or should have known of the Company's policy, rule, or practice that is the basis for progressive discipline or discharge;
- Whether the Company provided relevant and adequate training to the employee;
- Whether the employer's policy, rule, or practice, including the utilization of progressive discipline, was reasonable and applied consistently;
- Whether the Company undertook a fair and objective investigation into the job performance or misconduct; and
- Whether the employee violated the policy, rule, or practice or committed the misconduct that is the basis for progressive discipline or discharge.

Offenses by employees are of two general classifications:

- Serious Offenses, which justify a termination without any prior verbal or written warning or other attempts to correct the conduct of the employee involved, and
- Less Serious Offenses, which follow a progressive disciplinary process designed to correct behavior and/or performance which are not acceptable in the operation and/or work environment.

The following lists of causes are for purposes of illustration and are not considered to be all inclusive.
Serious Offenses:

- Absent for three (3) consecutive days with no notice
- Theft; Stealing of Company property and/or customer products or property of a co-worker
- Violence or threats of violence in all forms involving employees, customers, suppliers, and/or others who regularly do business with the Company.
- Falsifying employment records or timecards
- Sleeping on the job
- Insubordination (such as the willful or intentional failure to obey a lawful and reasonable request of a supervisor and/or unprotected insolent behavior) Note: Said order must be given three (3) times to give employee an opportunity to comply.
- Violation of Substance Abuse Policy
- Conviction of any crime involving moral turpitude (such as, but not limited to: domestic violence, assault & battery, child pornography, sexual conduct with a child, burglary, etc.)

Less Serious Offenses:
In cases of less serious violations, the following progressive steps shall be followed:

Step 1 – Written Warning (Verbal)
Step 2 – Written Warning (Documented)
Step 3 – Written Warning (1 day suspension)
Step 4 – Written Warning (3-day suspension)
Step 5 - Termination

Disciplinary steps up to and including dismissal from employment are based on any combination of circumstances amounting to just cause. In determining the proper step of progressive discipline for a current violation, the Company shall not consider any past progressive discipline, which was discussed with the employee, more than twelve (12) months prior to the current incident.

Discharge - Except as written in paragraph 2 above, the Company shall not discharge nor suspend any employee without just cause. In all cases involving the discharge or suspension of an employee, the Company must notify the Shop Steward at the time of the discharge or suspension."

New Section Attendance and Tardiness Policy

1. "In order to maintain a productive work environment, the Company expects employees to be punctual in reporting for scheduled work.

   Employees who are unable to be at work on time or are unable to work as scheduled must personally notify immediate supervisor or attendance hotline via telephone in advance of the tardiness/absence (unless a verifiable emergency makes it impossible to do so. In these circumstances, employees will need to assign a party to call on their behalf). It is not sufficient to leave a message via voicemail, e-mail or text with a coworker or someone else that is not in a management position. Employees who fail to give proper notice of attendance problems in advance, will be subject to disciplinary action as detailed below.

   All parties agree to a 5-minute grace period for shift start times, i.e., an employee is not considered late until the sixth minute after their scheduled start time.

2. Time off for the following reasons will not count as points under the Tardiness and Attendance Policy:
   - Approved vacation
   - Paid Sick Days, if eligible
   - Holiday(s) / Personal Day(s)
   - Approved medical or FMLA leave
   - Approved leave for Jury Duty (Documented)
   - Approved Military Leave
   - Approved Bereavement Leave
   - Approved unpaid personal leave
   - Approved Worker's Compensation leave
   - Business closings (emergencies, inclement weather, etc.) approved by the Company.
   - Absences initiated by management when an employee's illness might have a negative impact to co-workers and/or the business.

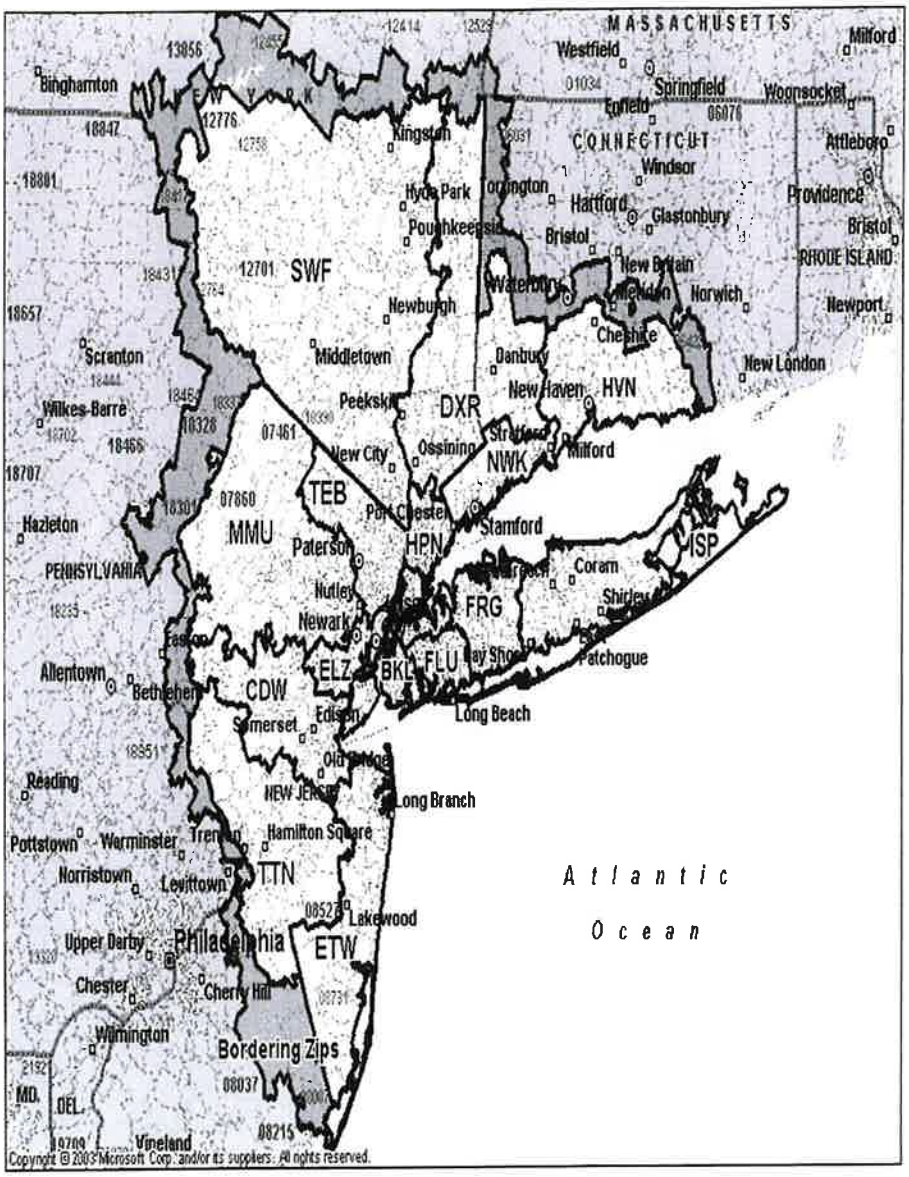
3. Unapproved absences, for other than those listed above, will count as points under the Tardiness and Attendance Policy.
   The following guidelines define points in the Tardiness and Attendance Policy and apply to all regularly scheduled hours and voluntary and mandatory overtime.

Description	*Points*
1) Tardiness Less Than or Equal to 1 Hour	*½*
2) Tardiness More Than 1 Hour	*1*
3) Failure to Call Within ½ Hour of Scheduled Start Time	*1*
4) Unauthorized Leave Early	*1*
5) Unapproved Absence	*3*

Disciplinary Steps

Occurrence	*Corrective Action*
3 Points	*Verbal Warning*
4 Points	*Written Warning*
6 Points	*Final Warning (2-day suspension)*
8 Points	*Termination*

Appendix "B" Jurisdictional Map



Appendix "C" List of Red-Circled Employees

100005215	Lamantia, Jessica
100008294	Singh, Surujpaul
100009297	Cortes, Christine A.
100010077	Fan, Ian Y.
100014824	Peritore, Christina
100019036	Iorio, Maria
100022646	Marafioti, Isabella

Appendix "D" Seniority list

Clerical

Employee Number	Employee name	Last Hire Date
100005215	Lamantia, Jessica	05/15/2000
100008294	Singh, Surujpaul	09/30/2011
100008304	Ramlakhan, Tracy S.	10/03/2011
100009297	Cortes, Christine A.	04/15/2013
100010077	Fan, Ian Y.	06/02/2014
100014824	Peritore, Christina	09/25/2017
100019036	Iorio, Maria	06/10/2019
100022646	Marafioti, Isabella	02/15/2021
100024586	Pennolino, Joseph C.	10/04/2021
100024653	Sliwa, Marcin M.	10/06/2021
100024959	Hoo, Christopher E.	11/15/2021
100025695	Bradshaw, Kadaja	01/26/2022
100025702	Sanchez, Juan	02/07/2022
100027055	Mackhan, Elijah	08/01/2022
100032685	Jaramillo, Luis M.	08/05/2024
100033536	Bhuiyan, Nasrin	03/31/2025
100034092	Roopnarine, Karishma	07/07/2025
100034200	Buchanan, Toni	08/04/2025

Warehouse

Employee Number	Employee name	Last Hire Date
100009097	Maloney, Stephen C.	01/22/2013
100009131	Acosta, Domingo E.	02/04/2013
100015744	Bloch, Kamil P.	02/14/2018
100025616	Pahalad, Bhola S.	01/25/2022
100026146	Samad, Farad	03/30/2022
100026431	Ali, Ryan I.	05/09/2022
100026454	Tenia, Garfield V.	05/01/2022
100026456	Squires, Shawn	05/01/2022
100027118	Subhan, Shahbudeen	08/01/2022
100028112	Tubay Ponce, Franklin E.	02/12/2024
100032779	Clarke Hohenkirk, Zion	09/03/2024
100032807	Munoz-Carbajal, Jose E.	09/03/2024
100034068	Vargas, Jorge D.	06/30/2025
100035632	Montoya, Anthony	03/16/2026
100035729	Ingavelez, Antonio R.	04/01/2026

100035874	Nedd, Monesh	04/13/2026
100035945	Gomez, Oscar	04/27/2026
100036089	Loor, Carlos A.	06/01/2026