

Clerical Collective Bargaining Agreement

Between

UPS/CSI

And

TEAMSTERS LOCAL 295



affiliated with the

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

August 1, 2013 to July 31, 2018

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.

Agreement entered into between Menlo Worldwide Forwarding, hereinafter called the "Employer" or the "Company", 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 August 1, 2013 AND INCLUDING JULY 31, 2018.

SECTION 2: CLASSIFICATIONS

The following duties are to be performed exclusively by union employees of the company:

Screen, route (per the instructions of supervision), prepare, and process air bills, highway bills and related manifests;

Produce and process documentation (exclusive of papers associated with the dispatching as a gateway function) related to international import and export shipments and domestic inbound and outbound shipments;

Prepare and process claims and related records;

Make complete and accurate data entries into computer to create computer shipments and manifest records. Correct errors if rejected.

Process EMCON messages; and

Prepare and distribute manifest.

Bargaining unit members will also perform other work duties which are not exclusive to the bargaining unit, as assigned by management. It is agreed and understood that management employees will perform non-exclusive duties as incidental to management duties or on an occasional basis only. Supervisory personnel or any employee not covered by this Agreement will not perform any work which is recognized as the work of employees covered by this Agreement.

The Employer agrees that employees covered by this Agreement shall not perform duties assigned to Driver / Dockworkers.

The Employer agrees that only employees covered by this Agreement will perform duties listed in this Agreement. However, non-union personnel may train union personnel.

The Union will permit temporary assignment of employees from other departments of the Employer to the operations assignments covered by this Agreement for purposes of training and the employees covered by this Agreement will use their influence and best efforts to advance the training of such personnel by demonstration and example of techniques and knowledge involved in their assignments. The Employer agrees to limit the number of trainees and the duration of the training periods, and shall not utilize trainees to unreasonably diminish bargaining work to circumvent the conditions of this contract.

SECTION 3: UNION SECURITY

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 thereof, 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. Any employee who has failed to acquire, or thereafter maintain, membership in the Union as herein provided, shall be terminated seventy-two (72) hours after his Employer has 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.

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.

A new employee shall work under the provisions of this Agreement, but shall be employed on a one hundred and eighty (180) calendar day basis, during which period he or she may be discharged without recourse to the grievance and arbitration mechanism provided herein. The Employer may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members. After one hundred and eighty (180) calendar days, the employee shall be placed on the regular seniority list with his / her hire date as his / her seniority date.

SECTION 6: HOURS

A full-time employee's work week shall consist of five (5) consecutive days, Monday through Friday, Tuesday through Saturday or Sunday through Thursday, eight hours each day, within the employee's applicable seven day period. Hours worked in excess of eight and all work on the employee's sixth punch in the applicable seven day period shall be paid at time and one half of the rate listed in the Master Agreement. Employees performing work on a sixth or seventh punch in the employee's applicable seven day period will be guaranteed a minimum of eight hours of work opportunity or pay for the day. There shall be no pyramiding of overtime.

A day's work shall be exclusive of a thirty (30) minute meal period, which period shall not start before the end of the fourth hour and not later than the sixth hour.

The company agrees to reopen this contract for the limited purpose of agreeing to a one half (1/2) hour meal period or a waiver of one hour meal period when the Union has succeeded in obtaining a written waiver from the New York Department of Labor for the forty-five minute meal period requirement for shifts beginning between 1:00 PM and 6:00 AM or approval of a collectively bargained right for employees to waive their right to a meal period entirely. The company will cooperate in the applications for such waiver and / or approval.

All Employees covered by this Agreement whose shift commences between 12:00 PM (noon) to and including 7:00 AM shall receive five dollars (\$5.00) per day over the wage scale in the Master Agreement. The five dollars (\$5.00) per day shall be added to the wages of the employee.

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

An employee who begins work prior to his scheduled starting time shall be paid time and one half the regular rate for hours worked prior to his scheduled start and will be paid for a minimum of eight (8) hours work following his scheduled start.

(1) As long as all seniority-listed employees (1) who were also on the seniority list on December 19, 2007 (Appendix D) are scheduled on a full-time or RSE basis, the Employer may schedule one (1) part-time employee for every two (2) full time 295 members scheduled.

A Reduced Schedule Employee (RSE) is defined as any employee on the Seniority list in Appendix D who is on layoff at the time of the signing of this agreement.

If said laid off employee does not return to work within three (3) days of recall, he / she shall sever all ties with the Employer and be removed from the seniority list.

An RSE shall work a minimum of twenty-five (25) hours per week with a bidded start time.

The regular work week for an RSE shall be guaranteed to consist of a minimum of twenty-five hours worked in any five consecutive days; Monday – Friday; Tuesday – Saturday; Sunday – Thursday. The employee shall receive at least two (2) consecutive scheduled unpaid days off weekly.

RSE's may be assigned as needed to work as many hours as needed in accordance with seniority and qualification.

An RSE shall receive all the same benefits as a full-time employee except as provided in the above pro-rated twenty-five (25) hour pay clause.

(2) New Part-time employees are limited to the following:

Wages at 80% of the lowest full-time rate;

One sick day per year for each two months of active employment up to a maximum of five per year;

Holiday pay for Christmas and Thanksgiving only;

Overtime after forty hours in a week;

Two hours of vacation pay for each full month of service on May 1

Health and Welfare contribution same as full-time contribution;

Pension contributions of less than one year of service – none (\$.00) (providing the employee has not previously participated in the plan); One to five years of service – thirty (\$30.00) dollars / week; Six to ten years of service – forty-five (\$45.00) dollars / week; Eleven or more years of service – seventy (\$70.00) dollars / week.

* Reference Addendum to New Hires July 1, 2010

SECTION 7: VACATIONS

All employees covered by this Agreement shall be allowed vacations which are to be determined in accordance with the following schedule:

THREE – Weeks after 1 year

FOUR – Weeks after 12 years

FIVE – Weeks after 20 years

SIX - Weeks after 30 years

Employees who have already received five (5) weeks vacation upon signing of this Agreement shall be red circled with five weeks of vacation

New employees, who have not completed one year's service by May 1, shall receive one and one-half (1 ½) days for each full month worked to a maximum of fifteen working days. If an employee starts before the fifteenth (15th) day of the month, he shall be granted one and one-half (1 ½) days for that month.

The qualifying period for the 2014 vacation shall be May 1, 2013 to April 30, 2014, the 2015 vacation May 1, 2014 to April 30, 2015, the 2016 vacation May 1, 2015 to April 30, 2016, the 2017 vacation May 1, 2016 to April 30, 2017 and the 2018 vacation, May 1, 2017 to April 30, 2018.

The Employer shall post the vacation schedule no later than April 1 to be effective May 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 at a particular time. Vacations shall be scheduled on a year-round basis according to seniority and classification, by location. Vacation replacements shall be bid by seniority and on a weekly basis. Such vacation replacement bids shall be posted only during the period from May to September of each contract year. Vacation replacements shall be limited to one per facility.

The vacation period for the eligible employees shall consist of consecutive days, provided that in the case of employees entitled to two (2) or more weeks of vacation the Employer may split the vacation into separate one (1) week periods with the consent of the eligible employee.

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

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 day's vacation with pay or an additional day's pay for such holiday.

Vacation pay shall be paid to the eligible employee before he / she starts vacation.

The pay which an employee shall be entitled to receive for his vacation shall be determined as follows:

One (1) week's vacation pay for an eligible employee shall be forty (40) hours pay at the employees' current scheduled hourly rate, including night shift differential pay.

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

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 the death certificate.

To qualify for a vacation, an employee must have been employed by the Employer (date of hire) for one (1) twelve (12), twenty (20), thirty (30) or more years respectively prior to Anniversary date of the year in which the vacation is to be granted.

All employees shall be paid for all vacation time due according to the schedule listed herein. There shall be pro-rating of vacation time upon termination for any reason, in accordance with the following schedule:

After six weeks	-	25 percent of annual benefit
After three months	-	50 percent of annual benefit
After 18 weeks	-	75 percent of annual benefit
After six months	-	100 percent of annual benefit

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 employee has terminated.

Retiring employees shall receive full vacation benefits so long as they work at least six months into the qualifying period. It is understood that a resigning or retiring employee must provide the Employer with two (2) weeks written Notice of Separation in or order to receive this benefit.

* Reference Addendum to New Hires July 1, 2010 – Based on completion of probation.

SECTION 8: HOLIDAYS

The following days or the day designated in lieu thereof by the Employer shall be considered holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Day after Thanksgiving; Christmas Eve; Christmas Day; New Year's Eve and six (6) Floating Holidays which shall be scheduled with due consideration for seniority and maintaining efficiency of Employer's operations. The Floating Holidays shall be posted for bid along with the annual posting of the vacation schedule, or employees may at their option request dates two weeks in advance. Any Floating Holiday not scheduled at the vacation posting shall be scheduled on a first come first served basis, seniority notwithstanding.

To receive Holiday pay, an employee must work as scheduled on both the employee's last scheduled day before the holiday and the first scheduled day after the holiday, unless satisfactory proof of illness or other compelling circumstances preventing the employee from working as scheduled is provided to management.

All hours worked on the following holidays shall be paid for at the rate of two (2) times the regular rate of pay, with a minimum guarantee of eight (8) hours of work or pay in addition to the Holiday pay: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day and Christmas Day. In the event any of the above holidays falls on an employee's sixth or seventh punch workday that week, and if the employee works that holiday, he / she shall receive the higher rate of pay. All hours worked on the following holidays shall be paid for at the rate of one and one half (1 ½) times their regular rate of pay, with a minimum guarantee of eight (8) hours work or pay in addition to the Holiday pay: New Year's Eve; Day after Thanksgiving; and Christmas Eve. In the event any of the above holidays falls on an employee's sixth or seventh punch workday that week, and if the employee works that Holiday, he / she shall receive the higher rate of pay.

Employees who are assigned 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.

Employees who are assigned to work on a sixth punch day, seventh punch day or Holiday evening and whose work ends on the following day, shall be paid a the sixth day, seventh day or Holiday rate until he has completed his work.

When a Holiday, or day designated in lieu thereof under Section 8 (A) above, falls on a Monday, then an employee whose regularly scheduled day off is Monday shall have the option of an extra day's pay or the following Tuesday off for the Holiday. When a Holiday, or day designated in lieu thereof under Section 8 (A) above falls on a Friday, then an employee whose regularly scheduled day off is Friday shall have the option of an extra day's pay or the preceding Thursday off for the Holiday, except for the Friday after Thanksgiving where the employees will receive an extra day's pay.

SECTION 9: SICK LEAVE

Effective May 1, 2007 to April 30, 2013, as compensation for sickness, the Employer agrees to grant each employee ten (10) sick days per contract year at his or her regular rate of pay. The Employer may require verification of the Employee's eligibility of sick pay. Employee will be eligible for sick

leave compensation commencing the first day of an absence from work due to illness or personal injury not paid for by Worker's Compensation.

Sick Leave shall not be accumulated, but employees shall receive payment based upon their regular rate of pay, including night shift pay, for all unused sick leave within two (2) weeks after the end of the contract year or at the time the employee severs his employment for any reason. There shall be pro-rating of sick leave at the time employment terminates for any reason in accordance with the following formula;

After six weeks	-	25 percent of annual benefit
After three months	-	50 percent of annual benefit
After 18 weeks	-	75 percent of annual benefit
After six months	-	100 percent of annual benefit

It is understood that a resigning or retiring employee must provide the Employer with two (2) weeks written Notice of Separation in order to receive this benefit.

1. Employees in the employ of the Employer shall be paid for unused sick leave within two (2) weeks after the end (May 1) of the contract year. An employee who has used none of his / her sick days will receive three additional days of unused sick pay, and an employee who has used two or fewer days of his / her available sick pay will receive one additional day of unused sick pay.

2. In the event of a proven illness exceeding five (5) days during the first six (6) months of employment, said employee shall be eligible for up to five (5) days sick leave.

SECTION 10: FUNERAL LEAVE

In case of a death in the employee's immediate family i.e. spouse, mother, father, child, sister, brother, mother-in-law, father-in-law, grandparents, the Employer shall grant such employee three (3) working days off with pay. An additional two days off with pay will be granted if the family member is a spouse, child, mother or father. Death Certificate or other such proof of death must be submitted to the Employer upon request. Funeral leave is exclusive of Saturdays, Sundays, Vacations, and Holidays, when not regular workdays.

SECTION 11: 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 up to ten (10) days.

SECTION 12: SENIORITY

SENIORITY PRINCIPLE

Seniority shall prevail. Length of service with the Employer as of date hired as a Bargaining Unit Employee shall determine seniority. Senior employees shall have preference to choose their shift. On the 31st of each January, employees shall have an opportunity to bid for shifts but not location. Bids will be awarded and effective within thirty (30) days of posting.

When a reduction in force at one location results in layoff, the laid off employees shall have the right to displace junior employees at the other location, and to be recalled in inverse order of their layoff to the location from which laid off when the workforce is again increased. An employee who fails to exercise the right to return to that location from which laid off, forfeits all right to return to that location, except the right to displace junior employees at that location if again laid off. Within two (2) weeks following an increase of reduction in force, employees at an effected service center / gateway shall have the opportunity to bid for shifts at that location. Bids will be awarded and effective within thirty (30) days of the posting.

For bids for vacation replacement assignments, holiday coverage, scheduled overtime, etc., seniority will be the determining factor provided the employee is qualified to do the work. Spontaneous overtime will be offered by seniority within the shift.

SENIORITY RANK AND POSTING:

Within thirty (30) days after signing this Agreement, the Employer shall post in a conspicuous place at the Employer's Service Center / Gateway, a list of employees arranged according to their seniority. Claims for correction to such lists must be made to the Employer within ten (10) days after 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 such ten (10) day period, shall be submitted to the Grievance Procedure as established by this Agreement.

New employees shall be placed on the regular seniority list with seniority dating from date of hire as a Bargaining Unit Employee, as provided in Section 3 of this Agreement.

LOSS OF SENIORITY:

Seniority will be lost by any of the following:

Discharge;

Voluntary quit;

No work, or layoff for more than one year for employees laid off after January 1, 2000;

Failure to report to work by the twenty-second (22nd) day following the certified mailing to the employee's last known address of a notice to so report following a layoff;

Absence for three (3) consecutive days without notification to the Employer;

Absence from work, except while on an approved leave of absence for service with the Union, in excess of 36 months for any reason;

Voluntary leaving of the classification of work covered by this Agreement for more than thirty (30) days; or

For any Air Freight Agent hired on or after September 1, 2002, failure to secure within one hundred and eighty (180) calendar days of employment, and at all times thereafter to maintain the certification required by governmental agencies for handling shipment of hazardous materials.

Any employee who is absent because of proven illness or injury shall maintain his seniority. The employee may be asked to provide a doctor's statement establishing his illness.

LEAVE OF ABSENCE:

Family and Medical Leaves of Absence will be granted to employees covered by this Agreement in accordance with applicable Federal and State laws.

Other Leaves of Absence are without pay and require written approval by the Employer and the Union. For other than Family and Medical leave or leaves of absence for service with the Union, the maximum leave of absence is thirty (30) calendar days and may, with approval of both Employer and Union be extended for like periods. Engaging in any gainful employment while on an unpaid leave of absence will result in the complete loss of seniority rights.

STATUS AFTER LEAVE OF ABSENCE:

The return of employees from Family and Medical Leaves of absence will be governed by applicable Federal and State laws.

Although it is understood that there will be non-scheduled or incidental overtime, the Company will not use overtime to effectuate layoffs of employees.

TRANSFER OF WORK

When work of the bargaining unit covered by this Agreement is transferred to another location, the Employer shall offer to all employees covered by this Agreement the opportunity to transfer to the new work location in the order of their seniority. An employee so transferred shall for the first thirty (30) days following the transfer have an absolute right to return to the original work location with no loss of original seniority.

OPENING NEW SERVICE CENTERS AND / OR GATEWAYS

When a new service center or gateway is opened in the area covered by this Agreement, the Employer shall offer to all employees covered by this Agreement the opportunity to transfer to the new work location in the order of their seniority. An employee so transferred shall for the first thirty (30) days following the transfer have an absolute right to return to the original work location with no loss of seniority. If at such new service center the Union, by card check, demonstrates majority status, the parties agree to negotiate new terms and conditions of employment for that new service center.

When it becomes necessary to reduce the working force, the last employee on the seniority list shall be laid off first and when the force is again increased, the employees are to be returned to work in the reverse order in which they are laid off.

In the event of a recall, the laid-off employee shall be given notice by registered or certified mail, sent to the address last given the Employer by the employee. Within three (3) calendar days after tender of delivery at such address of the Employer's notice, the employee must notify the Employer by registered or certified mail of his intent to return to work and must actually report within seven (7) calendar days after date of tender of delivery of the recall notice, unless it is mutually agreed that the employee need not return within the seven (7) calendar day period. In the event the employee fails to comply with the above provision, he shall lose all seniority rights under this Agreement and shall be considered as a voluntary quit.

SECTION 13: ASSIGNMENTS

The Employer will furnish study material and render assistance and training to employees assigned to such positions.

The Employer shall have the right to select qualified persons, but as between equally qualified persons, seniority shall prevail. The Employer's selection shall not be subject to grievance unless written request therefore is received by the Employer within seven (7) working days of the selection.

SECTION 14: NEW POSITIONS – VACANCIES

All new positions or permanent vacancies will be promptly posted at places accessible to all employees covered by this Agreement. Bulletins will show 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. The assignment will be made within a period of twenty (20) calendar days.

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

SECTION 15: JOB SECURITY

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, the utilization and assignment of personnel, in eliminated work or positions to the consolidated or automated jobs, and all necessary discussion relating to such changes in operation.

Should work presently covered by this Agreement be eliminated as a result of consolidation or automation, the affected employees covered by this Agreement will be retrained and reassigned to such new work or to other work in the Service Center / Gateway, in accordance with seniority. The Employer has no intention of replacing higher paid employees with those of a lower pay grade.

In the event of the introduction of new equipment and the work to be performed with such equipment 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 that such equipment is utilized in the day-to-day operations of the Employer.

SUBCONTRACTING

The Employer agrees that no work or services of the kind, nature or type presently performed by, or hereafter assigned to the Collective Bargaining Unit, will be performed by subcontractors or others outside the bargaining unit except to the same degree and under the same circumstances as they have been performed by subcontractors or others outside the bargaining unit in the past.

SECTION 17: STEWARDS

APPOINTMENT AND DUTIES

The Employer recognizes the right of the Union to designate Chief Stewards and Alternates from the Employer's seniority list. The authority of Chief Stewards and Alternates as designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

The investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement;

The collection of dues when authorized by the appropriate Local Union official;

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:

Have been reduced to writing or

If not reduced to writing, are of a routine nature and do not involve work stoppages, slow-downs, refusal to handle goods, or any other interference with the Employer's business.

The Chief Steward and Alternates have no authority to take strike action, or any other action interrupting the Employer's business, except as authorized by official action of the Union. The Employer recognizes these limitations upon the authority of Chief Steward 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 at any time, for the good of the Union. The Chief Steward shall be granted super seniority only to the extent the law allows. He shall be the last employee to be laid off and under no circumstances shall be discriminated against by the Employer. Authorized representatives of the Union shall be permitted access to 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 by Local Union.

SECTION 18: LABOR PRACTICE

The Employer shall not enter into any other 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.

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

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.

TIME CLOCKS

The Employer, regardless of number of employees employed, must provide a time clock. Employees shall be required to punch in and out for lunch period and at beginning of their shift and when their shift ends.

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. Employees may elect to have their net pay for each pay period deposited directly to a bank or savings institution account.

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.

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

Any employee required to appear in court of arbitration proceeding at request of the Employer or at the summons of any governmental agent if regarding a job related incident, shall be paid in full for such time. Should the Chief Steward be required by the Union to attend and Arbitration proceeding, such Chief Steward shall be paid in full for such time. Should an employee sustain their grievance in an Arbitration proceeding, such employee shall be paid in full for such time spent attending the hearing. 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.

Communications, letters and or disciplinary memoranda shall remain in an employee's personnel file, but shall not be considered further for disciplinary purposes after twelve months of active employment from the date of issue.

SECTION 19: HEALTH & WELFARE

The Employer agrees that the Trust Agreement establishing the Local 295 Employer Group Welfare fund shall be deemed to be as though fully set forth herein and the terms thereof shall be deemed binding upon it as a signatory to the Agreement of Trust mad and establishing the Local 295 Employer Group Fund. Unless otherwise provided in this Agreement, effective August 1, 2014, Employer Agrees to contribute to said local 295 Employer Group Welfare Fund the sum of four hundred thirty three dollars and fifty cents (\$433.50) per week for each week in which the employee appears on the Employer's payroll or is on a Family and Medical Leave Act Leave, on behalf of each employee covered by this Agreement, contributions shall be increased by thirty dollars (\$30.00) per week on August 1st of each subsequent year for the life of the agreement. Contributions shall be made to the Fund on or before the tenth (10th) day of the succeeding month on account of contributions due for the immediately preceding month. Unless otherwise provided in this Agreement, 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 Welfare Fund on behalf of employees and officers of the Union. Health and Welfare contributions for employees hired after May 1, 2007 shall commence upon the employee's 45th day of employment.

The Employer assumes full responsibility for coverage for all employees and in the event of any loss sustained by the employee or his 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.

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

The Employer shall be required to continue contributions only during lawful strikes called by the Union for the failure of the Employer to make required fund contributions or its failure to abide by an Arbitrator's award.

SECTION 20: PENSIONS

Employer agrees that the Trust Agreement establishing the Local 295 Employer Group Pension fund shall be deemed to be as 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. Unless otherwise provided in this Agreement, the Employer agrees to contribute to said Local 295 Employer Group Pension Fund the sum of two hundred three dollars and fifty cents (\$203.50) per week commencing August 1, 2014, 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 (10th) day of the succeeding month on account of contributions due for the immediately preceding month. Unless otherwise provided in this Agreement, the Employer agrees to contribute to said Local 295 Employer Group Pension Fund the sum of two hundred thirteen dollars and fifty cents (\$213.50) per week commencing August 1, 2015, for each week in which the employee appears on the Employer's payroll on behalf of each employee covered by this Agreement. Unless otherwise provided in this Agreement, the Employer agrees to contribute to said Local 295 Employer Group Pension Fund the sum of two hundred twenty three dollars and fifty cents (\$223.50) per week commencing August 1, 2016, for each week in which the employee appears on the Employer's payroll on behalf of each employee covered by this Agreement. Unless otherwise provided in this Agreement, the Employer agrees to contribute to said Local 295 Employer Group Pension Fund the sum of two hundred thirty three dollars and fifty cents (\$233.50) per week commencing August 1, 2017, for each week in which the employee appears on the Employer's payroll on behalf of each employee covered by this Agreement. 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. Pension contributions for employees hired after May 1, 2007 shall commence upon the employee's 45th day of employment.

The Employer assumes full responsibility for coverage for all employees and in the event of any loss sustained by the employee or his family resulting from the negligence or failure of the Employer to make regular 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.

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

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.

The Employer shall be required to continue contributions only during lawful strikes called by the Union for the failure of the Employers to make required fund contributions or its failure to abide by an Arbitrator's award.

In the event the Employer defaults payment of Pension and / or Welfare contributions as per Sections 19 and 20 of this Agreement, and notice 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, Welfare, Trustees, and if said default is not paid within five (5) days after said notice of default, then the provisions for Section 22 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 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 the meaning of this Section. In the even 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 this 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.

SECTION 22: STRIKES & LOCKOUTS – GRIEVANCE AND ARBITRATION

The Union and the Employer agree that there shall be no strike, sympathy strike, lock-out, tie-up, work stoppage or legal proceedings without first using all possible means of a settlement, as provided for in this Agreement, if any controversy should arise. Should any dispute or grievance arise between the Employer and Union, as to the meaning, import and application of, or compliance with the provisions of this Agreement, or should any grievance or dispute arise between the Employer and Union, such dispute or grievance shall be settled in the following manner:

Step 1: Between the aggrieved employee, Steward and Supervisor of the department involved within ten (10) working days of occurrence or non-occurrence of the event or non-event giving rise to the grievance. 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 General Manager of the Service Center or Gateway or other company designee within three (3) working days of the end of Step 1 settlement period. If not settled within fifteen (15) working days, then:

Step 3: Notification shall be made to the American Arbitration Association within six (6) working days of the end of Step 2 settlement period for referral of the dispute to arbitration pursuant to the rules of A.A.A. Loser pays the cost of Arbitration. The Arbitrator shall recognize as just cause for discharge, 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 Employer or his Employer's representative during working hours;

As provided by Appendix C (Attendance Policy) of this Agreement;

Negligence in job performance;

Proven Insubordination.

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

Except in the case of any discharge for any of the six (6) just causes enumerated above, the arbitrator may make such decision or award or disposition of the matter as to them seems just and which in addition to awarding any sum of money or damages or other relief may contain provisions commencing or restraining acts or conduct. Costs of arbitration shall be assumed by the losing party.

It is further agreed that in all cases of any 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) hour period of such unauthorized work stoppage, shall have the sole and complete right of reasonable discipline up to and including discharge.

Before any strike or stoppage or work takes place pursuant to Section 22 (1) A above there must be approval by an official of the Union with notice of such approval to be given to the Employer in writing at least twenty-four (24) hours before such strike or stoppage of work begins. The granting of such approval shall not impose liability on the Union.

Before any lockout of employees takes place pursuant to Section 11 (1) A above there must be approval by an officer of the Employer with notice of such approval to be given to the Union in writing at least twenty-four (24) hours before such lockout of employees begin. The granting of such approval shall not impose liability on the Employer.

The arbitrator shall, upon demand from the Union and upon submission of proof by the Union evidencing that the Employer has failed to meet the wage, welfare, pension, check-off 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.

There shall be an Interpretation Committee. Same persons who negotiated this Agreement to meet if any question of interpretation, intent, or terms. If deadlocked then dispute to go to mutually agreeable arbitrator for binding arbitration.

SECTION 23: FEDERAL & STATE LAWS

Employers shall protect employees with Workers Compensation Insurance, Social Security, and Unemployment Insurance as required by Federal and State Laws.

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 Workmen's Compensation doctor to receive additional medical treatment shall do so during non-working hours, if possible.

In the event that an employee sustains an occupational illness or injury while away from his Service Center / Gateway, the Employer shall provide transportation by bus, train, plane or automobile to his Service Center / Gateway 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 home if required. In the event of a fatality, arising in the course of employment while away from his Service Center / Gateway, the Employer shall return the deceased to his home.

Service Centers / Gateways of the Employer must provide sanitary conditions for the employees covered by this Agreement.

SECTION 24: TRANSFER OF COMPANY TITLE OR INTEREST

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, assignment, receivership or bankruptcy proceeding, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof. The Employer shall give notice of the existence of 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 be advised of the exact nature of the transaction and shall be afforded an opportunity to discuss the impact of the same upon the employees prior to finalization. Disputes concerning this paragraph shall be subject to the grievance and arbitration provisions of this Agreement.

In the event the Employer changes its operations within the jurisdiction of the Union, the present employees and present contract shall prevail at the new Service Center / Gateway and the displaced employees or the employees affected shall have a right in keeping with their seniority rights. In the event the Employer operates more than one Service Center / Gateway and closes an existing Service Center / Gateway and thereby increases the number of employees in the remaining Service Center /

Gateway(s), the employees affected by the closing of the Service Center(s) / Gateway(s) shall have full seniority rights, wages, and hours presently enjoyed in the area previously serviced.

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

When one Employer acquires or purchases control of the business of another Employer within the jurisdictional area of the Union, then the employees of the Employer so acquired or purchased shall be placed at the bottom of the acquiring or purchasing Employer's seniority roster in the order of their payroll, or Employer seniority with former Employer.

SECTION 25: MAINTENANCE OF STANDARDS

Within one hundred and twenty (120) days of the signing of this Agreement, the Union shall submit a written list to the Employer of all standards it believes are not set forth in this Agreement. Any disputes concerning this list shall be submitted to the Interpretation Committee established by Section 22 of this Agreement. Any standards not timely raised by the Union within the above one hundred and twenty (120) day period shall be nullity.

SECTION 26: COMPANY RULES

The Company may, without advance notice to the Union, establish reasonable Company Rules to effect compliance with state or federal laws. The Company may also establish other reasonable Company Rules as it deems necessary or desirable, provided that no such Company Rules shall become effective without thirty (30) day period, or immediately in the case of Company Rules to effect compliance with state or federal laws, the Company may implement any such rule and the Union may challenge its reasonableness directly in Step 3 of the Procedure described in Section 22 of this Agreement.

SECTION 27: SAVINGS CLAUSE

If any provision of this Agreement is subsequently deemed invalid under the law of any state wherein this Agreement is executed, such provision shall be re-negotiated for the purpose of adequate replacement. If negotiations shall not result in mutually satisfactory agreement, either party shall be permitted all legal or economic recourse notwithstanding any other provision of this Agreement.

SECTION 28: 401K PLAN

Employees covered by this Agreement are eligible to participate in the Company's no-match 401K plan for contractual employees.

SECTION 29: DURATION CLAUSE

**This Agreement shall be in full force and effect from August 1, 2013 through July 31, 2018.
Understood and agreed that this Agreement constitutes the full and binding, sole and exclusive agreement concerning the collective bargaining unit.**

FOR THE EMPLOYER

FOR THE UNION

Date: _____

Date: _____

APPENDIX A

DRESS CODE

Wear clothing that is comfortable yet communicates a professional attitude.

Casual does not include sloppy. Clothing must be clean, stain free, pressed or wrinkle free and without holes or frayed areas.

Anything that might be worn to the gym, the beach or to clean the garage, leave at home. Clothing that is too revealing or tight fitting (i.e. bare midriffs, spandex, etc.) shall not be permitted. Shirts, blouses and tops must have collars except monochrome v-neck and crew neck T-shirts. T-shirts with logos or other graphics, sweat shirts, sweat pants, tank tops, halter tops, strapless, spaghetti strapped blouses and shorts are not acceptable.

For women, skorts and culottes are acceptable providing they are no more than three (3") above the middle of the knee.

For men trousers require a belt.

Shoes must be polished and in good condition. Clean athletic shoes without holes or fraying may be worn.

Head coverings of any sort may not be worn indoors except for religious or medical reasons.

Personal grooming must be neat, clean and presentable.