

**AGREEMENT**

**BETWEEN**

**MENDON LEASING CORP.**

**AND**

**GARAGE EMPLOYEES UNION, LOCAL 272**

**AFFILIATED WITH THE**

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

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AGREEMENT, effective as of the 16<sup>th</sup> day of August, 2014, in the City of New York, by and between MENDON LEASING CORP., herein called the "Employer", and the GARAGE EMPLOYEES UNION, LOCAL 272, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS herein called the "Union".

IN CONSIDERATION of the mutual promises, covenants and conditions the parties agree:

## **ARTICLE I**

### **PARTIES**

**Section 1.** This Agreement shall apply to and be binding upon the Employer, the Union and their respective successors, legal representatives and assigns; no provisions or obligations shall be affected, modified, altered, impaired or changed in any respect by any change in the legal status, ownership or management of the Employer or its business, or any change, geographical or otherwise, in the location of any of the Employer's places of business in Greater New York, which is herein defined to be the five (5) boroughs of New York City plus Nassau, Suffolk and Westchester County and Hudson County and Bergen County, both in New Jersey.

**Section 2.** This Agreement shall apply to that part of the Employer's business at the locations heretofore included pursuant to prior agreements with the Union and to such additional locations exclusively occupied and operated in Greater New York as its truck renting and/or leasing business, but shall not apply to an establishment or location hereafter acquired or presently occupied and operated which has an existing bona fide contract with another Union covering the work otherwise within the jurisdiction of the Union.

**Section 3.** If the Employer shall sell, transfer, or otherwise dispose of its business, or cause it to be merged or consolidated with any other person, firm or corporation, the agreement by which

such sale, transfer, disposition, merger or consolidation is made shall provide that the person, firm or corporation therein to operate the business shall assume all of the terms and conditions of this Agreement, except if the other person, firm or corporation has an existing contract, at the time, with a Union which covers the work within the jurisdiction of the Union, which contract is bona fide.

**Section 4.** The rights of the Employer shall include, but shall not be limited to, his rights to hire, transfer, promote, discharge, or discipline employees for cause. It is the sole responsibility of the Employer to maintain discipline and efficiency of employees, except that Union members shall not be discriminated against as such. In addition, the location of stations, the schedules, methods, processes, and means of operations are solely and exclusively the responsibility of the Employer.

**Section 5.** If the Employer shall acquire from any other person, firm, or corporation by sale, transfer, merger, consolidation or otherwise, the business of any other person firm or corporation, the Employer shall agree to, and shall employ members of the Union theretofore employed by such other person, firm or corporation in the job classification described in Article XVII.

## **ARTICLE II**

### **RECOGNITION OF THE UNION**

**Section 1.** The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the Employer in the job classification described in Article XVII hereof (herein called the "included occupations")

**Section 2.** Persons in excluded occupations, when transferred to or performing one or more of the functions of the included occupations, part time or full time, shall be considered employees.

**Section 3.** All functions or work of included occupations are to be performed to the same extent as said functions or work have, in the past, been performed by employees of the Employer represented by the Union.

**Section 4.** The Employer shall enter into no individual contracts with any of the Employees covered by this Agreement or otherwise subject to the jurisdiction of the Union.

**Section 5.** (a) All present employees covered by this Agreement who are members of the Union at the time it becomes required, as a condition of continued employment, shall maintain such membership in good standing in the Union. All present employees who are not members of the Union shall be required, as a condition of continued employment, to become and remain members in good standing in the Union on or after the thirtieth (30<sup>th</sup>) day following the execution of this Agreement or its effective date or their date of employment, whichever is later. All employees thereafter hired shall be required, as a condition of continued employment, to join and become members of the Union on or after the thirtieth (30<sup>th</sup>) day of their hiring, and to maintain membership in good standing in the Union. "Good standing", for the purpose of the Agreement, shall mean the payment or tender of periodic dues and initiation fees uniformly required by the Union.

(b) The failure of any person, after notice, to become a member of the Union at the required time shall obligate the Employer upon written notice from the Union to such effect and to the further effect that Union membership was available to such person on the same terms and conditions generally available to other members, to discharge such person. Further, the

failure of any person to maintain his Union membership in good standing as required herein shall, upon written notice to the Employer by the Union to such effect, obligate the Employer to, and it shall, discharge such person.

**Section 6.** The Employer and the Union will not discriminate either directly or indirectly, nor will they permit any of their agents, members or representatives to discriminate either directly or indirectly against any employee by reason of race, creed, color, age, sex, handicap or membership or activity in the Union. The use of the masculine gender in this Agreement shall include both male and female.

### **ARTICLE III**

#### **SAFETY AND SECURITY**

**Section 1.** The equipment supplied by the Employer for the performance of work hereunder shall be maintained with due regard for the safety of the employees required to use or operate equipment or motor vehicles which are unsafe. The referral or refusal of an employee to work shall be subject to the grievance and arbitration provisions hereof, provided, however, that the employee involved shall continue to perform his usual duties and there shall be no cessation or other interruption of work pending the exhaustion of the grievance and arbitration remedies hereinafter provided.

**Section 2.** All motor vehicles supplied by the Employer for use by the employees in the performance of their duties or on the public streets and highways shall be covered by such insurance or equivalent coverage as is required by applicable laws.

**Section 3.** **Uniforms** The Employer will supply three changes of work clothes per week. Employees shall be responsible for the return of all work clothes. The Employer agrees to provide three new uniforms (including changes) to cover employees on Nov. 1 of each year of

this Agreement. The Employees will return in their three old uniforms and be provided three new sets. The employee's name will be visibly added to uniforms. Employees shall be issued two sets of coveralls and a winter jacket during the winter months. The employee must return the overalls and jacket at the end of the winter season before replacements are issued to him.

**Section 4.** Employees shall have two (2) coffee breaks in each shift - no coffee break to exceed ten (10) minutes.

**Section 5.** The Employer shall furnish heat, hot water and clean toilets for employees working in garage building owned by or totally leased to the Employer. The Employer shall furnish a place for employees to keep their working gear when not on duty.

**Section 6.** Employees are required to be in uniform and ready to begin work before clocking in for their assigned shift and remain in uniform up until clocking out to end their shift.

## **ARTICLE IV**

### **HIRING HALL**

**Section 1.** In the event an Employer requires the service of any employee whose work is covered by the terms of this Agreement, such Employer will notify the Hiring Hall at the Union Office in the City of New York, New York. The Hiring Hall shall levy no fee or charge of any kind to either the applicant or the Employer, and will operate within the frame work of all existing regulations and policies of the New York State Employer Service. It will accept employment order, select and refer applicants only in accordance with all laws, regulations and policies regarding non-discrimination for age, race, creed, color, sex, national origin and membership or non-membership in the Union. The Employer shall have the right to reject any applicant referred by the Hiring Hall.



**Section 2.** Applicants for all jobs shall be referred out for employment by the Hiring Hall as the names come up to the top of the referral list. Applicants with a record of prior employment with the Employer shall be referred out for employment in order of their registration at the Hiring Hall and in accordance with their length of employment and seniority in the industry. For the purpose of the Hiring Hall, seniority is defined as the length of continuous employment in the industry uninterrupted except for layoff for lack of work or a bona fide leave of absence granted by the Employer.

**Section 3.** If the Hiring Hall is unable to fill the vacancy within twenty-four (24) hours after notice thereof with a competent and satisfactory applicant, or if the Employer rejects two (2) applicants referred, then the Employer shall be permitted to employ an employee from any other source, after notifying the Union of its intention to do so.

**Section 4.** All employees hired from the open market shall be referred by the Employer to the Union Office for registration and identification within forty-eight (48) hours after being hired. Such employees shall be registered and identified without discrimination as to whether or not they are members of the Union.

**Section 5.** Neither the Union nor the Hiring Hall shall refer any employee to the Employer unless a request therefore has been made by the Employer.

**Section 6.** The Union and the Employer shall post in places where notices to employees and applicants for employment are customarily posted all provisions relating to the functioning and the operation of the Hiring Hall.

**ARTICLE V**  
**MILITARY SERVICE**

**Section 1.** In the event that an employee covered by this Agreement is called to active military service in the Armed Forces of the United States, such employee shall be considered on leave of absence during the period of such service, and shall be entitled to all rights of re-employment, preservation of status and other benefits as provided by the Uniformed Services Employment and Re-Employment Rights Act.

**ARTICLE VI**  
**ILLNESS, INJURY OR LEAVE OF ABSENCE**

In the event of illness or injury which prevents the performance of regular duties, an employee with seniority status will be granted a leave of absence after medical evidence satisfactory to the Employer is presented for a period not to exceed six (6) months. If the illness or injury continues beyond six (6) months, such leave will be extended for an additional period up to six (6) months provided medical evidence satisfactory to the Employer is presented. The employee shall keep his immediate supervisor informed monthly in writing of the approximate time when he will be able to resume his regular duties. The employee's return to work shall be subject to the approval of the attending physician and/or the Employer's designated physician, seniority shall be broken after an absence of twelve (12) consecutive months, except for an absence due to a compensable injury.

**ARTICLE VII**  
**MATERNITY LEAVE**

An employee with seniority status who becomes pregnant and who provides the Employer with proper notification and medical certification will be granted a maternity leave of absence without pay for a fixed period not to exceed six (6) months. Prior to commencing the leave of absence, the employee shall determine the period of leave by notifying the Employer of the date on which she intends to return to work. Upon presentation to the Employer of satisfactory medical evidence, such leave of absence may be extended for an additional period up to six (6) months. The leave of absence shall commence at any time upon request of the employee; however, the Employer reserves the right to require the employee to submit periodic medical certification of her ability to perform her regular duties. The employee must return to work at the conclusion of her approved leave of absence subject to the approval of the attending physician and/or Employer's designated physician. Seniority shall accumulate during the leave.

**ARTICLE VIII**  
**UNION REPRESENTATIVES AND UNAUTHORIZED ACTION**

**Section 1.** Only a duly authorized officer, official or Business Representative of the Union may instruct employees in the proper method of compliance with, or shall interpret the terms of this Agreement for an employee.

**Section 2.** The employees of an Employer have no authority to settle grievances, except as authorized by official action of the Union.

**Section 3.** The Employer recognizes these limitations and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event any employee has taken

unauthorized strike action or employed a slowdown or work stoppage in violation of this Agreement.

**Section 4.** A duly authorized officer or Business Representative of the Union and his automobile, shall be permitted to enter the premises of the Employer during all working hours for the purpose of adjusting complaints or ascertaining whether safety standards are maintained or whether the terms and conditions of the Agreement are being observed, provided, however, that such visits do not interfere with the business of the Employer.

## **ARTICLE IX**

### **WAGES**

**Section 1.** The following wages shall be paid to the employees in the classifications described in Schedule A, which is made a part hereof.

**Section 2.** Extra workers, not employed on a weekly basis, shall be paid a daily wage of 1/5 the weekly wage per day or night as the case may be.

**Section 3.** There shall be no reduction in the hourly rate of pay of any employee who is presently receiving or who has heretofore received an hourly rate of pay in excess of those above set forth, and in the event any employee has been or is receiving such hourly rate of pay in excess of those above set forth, this Agreement shall be deemed modified by the parties with respect to such employee to provide that the hourly rate of pay for that employee shall be as he is presently receiving or heretofore received.

**Section 4.** Each employee shall be paid on each pay day in full for all regular time and overtime worked. If the regular pay day falls on a holiday on which employees or some of the employees will be absent, such employee will be paid on the day preceding the holiday.

**Section 5.** Payments for overtime, holiday, vacations and sick leave shall always be made in cash or check and compensation for such shall never be made by granting time off.

## **ARTICLE X**

### **HOURS, OVERTIME AND PREMIUMS**

**Section 1.** Because of the unusual nature of the Employer's business, the operation may be on a seven (7) day week basis. The Employer has the right to establish the various shifts, whether it be day, night or Sunday, in order to cover all phases of its business.

**Section 2.** A week's work shall consist of five (5) days or nights, aggregating forty (40) hours; to consist of work period of eight (8) consecutive hours, exclusive of the normal meal period to be as close to the middle of the working shift as practicable. Except for steady relief men, the intervals between consecutive work days or nights shall be no less than fourteen (14) hours, except where impractical or in cases of emergencies except upon the consent of the Union.

**Section 3.** **Night Differential:** All Employees whose regular shifts end after 5:00 p.m., and those whose regular shifts begin before 8:00 a.m., shall receive an additional twenty cents (\$.20) per hour for those hours worked after 5:00 p.m., and before 8:00 a.m., each day. This shall not apply where the hours worked are at overtime pay. All Employees, whose shifts start before 6:00 a.m., shall receive the premium pay for the full eight (8) hour shift. This should not apply where those hours are at overtime pay.

**Section 4.** Overtime at the rate of time and one-half (1 ½ X) the regular rate shall be paid for all hours worked in excess of eight (8) hours daily or forty (40) hours weekly. In the event that any employee shall be required to work more than five (5) days in work week, he shall be compensated as follows:

- (a) At the rate of time and one-half (1 ½X) for sixth (6<sup>th</sup>) day.
- (b) At the rate of double time and one-half (2 ½ X) for the seventh (7<sup>th</sup>) day worked consecutively, except where it is caused by a shift change requested or bid by an employee.

## **ARTICLE XI**

### **VACATIONS**

**Section 1.** Employee shall receive vacations as follows:

- (a) If an employee who has been in the Employer's employ for at least six (6) consecutive months has his service terminated, he shall be paid pro-rata for any part of a vacation which would be due him if he were to continue his employment with the Employer until the anniversary of his employment.
- (b) An employee employed continuously for one (1) year but less than two (2) years shall receive annually, five (5) days vacation with pay in advance.
- (c) An employee employed continuously for two (2) years but less than six (6) years shall receive annually ten (10) days vacation with pay in advance.
- (d) An employee employed continuously for six (6) years but less than seven (7) years - eleven (11) days; seven (7) but less than eight (8) years - twelve (12) days; eight years but less than nine (9) years - thirteen (13) days; nine (9) years but less than ten (10) years - fourteen (14) days.
- (e) All employees who have been employed continuously for ten (10) years or more shall receive twenty (20) days vacation with pay.

**Section 2.** Each vacation period shall be deemed to have been earned by the employee at the end of the twelfth (12) consecutive month of active employment during the particular vacation period.

**Section 3.** Except as otherwise permitted by the Union and the Employer in writing, vacations shall be scheduled at the option of the Employer during the period commencing May 1<sup>st</sup> and ending October 31<sup>st</sup> during each year. All schedules shall be fixed and posted on the

premises of the Employer not later than April 1<sup>st</sup> of each year. Schedules of vacations shall be fixed by the Employer in accordance with the seniority of the employees consistent with the efficient operation of the business.

**Section 4.** Should any differences arise among the employees concerning vacation periods, employees having seniority shall have preference in selections of week or week desired.

**Section 5.** If a paid holiday occurs during the vacation period of an employee, such employee shall receive an additional day's vacation with pay added to such period.

**Section 6.** Earned benefits shall be computed from the first day of employment.

**Section 7.** Vacation must be taken and the Employer shall not make, and no employee shall accept, payment in lieu thereof.

**Section 8.** No employee shall be deprived of any vacation benefits because of short periods of absence (up to ninety (90) days) caused by compensable disability during employment with the Employer.

**Section 9.** All employees shall receive their vacation pay at the same weekly rate of pay they normally receive, exclusive of overtime pay.

**Section 10.** Upon the termination of employee's employment or in the event of the employee's death, the employee or his estate shall receive all vacation pay due him on a pro-rata basis for any part of the year he has worked based on his twelve (12) month vacation period.

## **ARTICLE XII**

### **HOLIDAYS**

**Section 1.** The following shall be paid holidays.

- |    |                  |    |                        |
|----|------------------|----|------------------------|
| A. | New Year's Day   | E. | Thanksgiving Day       |
| B. | Memorial Day     | F. | Christmas Day          |
| C. | Independence Day | G. | Four (4) Personal Days |
| D. | Labor Day        |    |                        |

The employee shall notify the Employer, at least one (1) week in advance, of when he wishes to take the personal days. Employee's birthday provided the employee notifies the Employer the exact day of his/her birthday at least two (2) weeks prior to such holiday each year.

**Section 2.** In order to be eligible for holiday pay, an employee must work on his or her regularly scheduled work day immediately preceding or following the holiday, unless excused by management.

**Section 3.** If an employee works four (4) days in a holiday week and does not work on the holiday, he shall be paid for five (5) days. If an employee works five (5) days in a holiday week and the holiday is not one of the five (5) days worked, he shall be paid for six (6) days. If a holiday falls during an employee's regular scheduled work week, it shall be considered a day worked. If an employee works five (5) days in a holiday week and the holiday is one of the five (5) days worked, he shall be paid for six and one-half (6 ½) days. Employees required to report to work on a paid holiday shall receive a minimum of one and one-half (1 ½) day's pay in addition to being paid a day's pay at straight time for the holiday. All time worked in addition to eight (8) hours on a paid holiday shall be paid at the rate of double time and one-half (2 ½ X).

## **ARTICLE XIII**

### **SICK PAY**

**Section 1.** After one (1) year of continuous employment, if an employee is out of work due to illness he shall receive not more than six (6) day's pay for the time of such illness in each contract year of employment. (A day to consist of eight (8) hours at the employee's regular hourly rate of pay). Time off will be granted for Sick Days not used at the end of the year, which can be taken by vacation time , upon giving management one (1) week's notice.



An Employee who has in excess of one (1) year's continuous service shall receive a pro-rata share of the six (6) sick days to the next contract expiration date after which he receives the full six (6) days each contract year. An employee who has in excess of one (1) year's continuous service and who is terminated shall be paid a pro-rata share of the unused days at the time he is terminated.

#### **ARTICLE XIV**

##### **INJURY ON THE JOB**

**Section 1.** An employee injured during his regular shift shall be paid a full day's pay if a doctor approved by the Employer states that he is unable to continue work for the day.

#### **ARTICLE XV**

##### **BEREAVEMENT PAY**

**Section 1.** In case of death in a regular employee's immediate family i.e., spouse, mother, father, sisters, brothers, children, current mother in-law and current father in-law, the Employer shall grant such employee a maximum of three (3) days off, with pay, for the express purpose of attending services for the deceased. Death certificate or other satisfactory proof of death must be submitted to Employer upon request. The employee must be on the seniority list for at least one (1) year. Maximum payment shall not be paid when it results in increased pay for the week, as for example, if death occurs over a weekend, holiday, vacation or scheduled day off. The elapsed days immediately following death shall be regarded as the days for which pay may be considered but only up to and including the date of funeral or burial service.

## **ARTICLE XVI**

### **JURY DUTY**

**Section 1.** An employee who is called for examination for jury duty and/or who serves as a juror shall be paid the difference between any jury pay received and the amount of wages lost, not to exceed eight (8) hours per day at his regular straight time hourly rate for a maximum of two (2) weeks during the life of this Agreement and a result of such call or service. The employee shall return to work promptly after being released from jury examination or service.

## **ARTICLE XVII**

### **JOB CLASSIFICATION**

**Section 1.** The duties of greasers and tire employees shall be to perform any and all work within their respective classification including gassing and moving of vehicles required of them by the Employer during work hours.

**Section 2.** The duties of utility employees shall be to perform all work within their classifications including washing, gassing and moving of vehicles required of them by the Employer during working hours.

**Section 4.** No employee shall demand or receive extra compensation for any alleged extra washes required of him within his regular working hours.

**Section 5.** The duties of all other employees covered under Schedule A shall be to perform all work within their respective classifications.

**Section 6.** The duties of all employees covered by this Agreement shall be to perform such tasks as they are assigned to perform within their classifications, except that for any period of time during which any employee is required to perform the duties of a position with a higher rate of pay he shall receive such higher rate of pay.

**ARTICLE XVIII**  
**DISCHARGE OR SUSPENSION**

**Section 1.** The Employer shall not discharge or suspend any employee without just cause. In all cases involving the discharge or suspension of any employee, the Employer must immediately notify the employee and the Union in writing promptly after the discharge or suspension and the reason therefore.

**Section 2.** Any employee discharged must be paid in full for all wages owed him by the Employer, including earned vacation pay and sick pay, if any.

**Section 3.** A discharged or suspended employee must advise his Union in writing, within five (5) working days after receiving notification of such action against him, of his desire to appeal the discharge or suspension. The Union shall then, within five (5) working days from receiving notification from the employee, notify the Employer, in writing, that the employee is appealing the discharge or suspension.

**Section 4.** Should it be proved that an employee has been improperly discharged or suspended, the Arbitrator shall order reinstatement and reimbursement for lost earnings. If the Union and the Employer are unable to agree as to the settlement of the question, then it may be referred to the grievance machinery, as set forth in Article XXIII, within seven (7) days after the above notice of appeal is given to the Employer by the Union.

**Section 5.** The right of appeal by the employee shall conclusively be deemed waived if such appeal is not sought within five (5) days after notice of discharge or layoff date in questions.

## **ARTICLE XIX**

### **CHECK-OFF**

**Section 1.** The Employer shall, on or about the first (1<sup>st</sup>) of each month, deduct from the wages of each employee covered by this Agreement, the monthly Union dues thereof and forward such deductions by mail to the office of the Union and identify with such deductions the names of the employees and their ledger numbers as furnished by the Union, provided that the Employer has received from each employee on whose account such deductions were made, a written assignment which shall not be irrevocable for a period of more than one (1) year or beyond the termination date of this Agreement, whichever occurs sooner. The phrase, Union dues, shall include initiation fees and regular dues provided for by rules, by-laws or constitution of the Union. It shall be a violation of this Agreement to make such deductions and payments on behalf of any employee not actually employed by the Employer.

## **ARTICLE XX**

### **VACATION PAY DUES CHECK-OFF**

**Section 1.** If an employee shall be on a paid vacation leave during the regular monthly dues check-off period, the Employer shall deduct the monthly dues for such employee immediately before or after such period and forward same to the Union office.

## **ARTICLE XXI**

### **PROTECTION OF RIGHTS**

**Section 1.** It shall not be a violation of this Agreement and it shall not be a cause for discharge or disciplinary action for an employee to refuse to enter upon any property involved in a bona fide labor dispute or refuse to go through or work behind any picket line, including the

picket line of the Union party to this Agreement and Unions affiliated with it in the same International Union and including picket lines at the Employer's place or places of business.

**Section 2.** The Employer agrees to refrain from using the services of any person, firm or corporation who or which does not observe the wages, hours or conditions of employment established by Labor Unions having jurisdiction over the type of services performed.

**Section 3.** It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event any employee or employees refuse to go through the primary picket line of a Union or refuse to handle unfair goods. Nor shall the exercise of any rights permitted by law be a violation of this Agreement. The Union and its members, individually and collectively, reserve the right to refuse to handle goods from or to any firm or truck which is engaged or involved in any controversy with this or any other Union; and reserve the right to refuse to accept freight from or to make pick-ups from or delivers to any establishments where picket lines, strikes, walkouts or lockouts exist.

**Section 4.** The term "unfair goods", as used herein, includes but is not limited to any goods or equipment transported, interchanged, handled or used by any carrier, whether party to this Agreement or not, at whose terminal or terminals or place or places of business there is a controversy between such carriers or its employees, on the one hand, and a Labor Union, on the other hand; and such goods or equipment shall continue to be "unfair" while being transported, handled or used by interchanging or succeeding carriers, whether parties to this Agreement or not, until such controversy is settled.

**ARTICLE XXII**  
**LIE DETECTOR TEST**

**Section 1.** The Employer shall not require, request or suggest that an employee or applicant for employment take a polygraph or any other form of lie detector test.

**ARTICLE XXIII**  
**GRIEVANCE PROCEDURE**

**Section 1.** A grievance is defined to be any controversy, complaint, misunderstanding or dispute concerning the application or interpretation of the Agreement.

**Section 2.** All grievances arising between the Employer and the Union or an employee represented by the Union, except grievances arising out of a violation of the no strike, no lockout provisions of Article XXIV hereof, shall be settled in the following manner.

**Section 3.** Except as specifically provided in the case of discharges or suspensions provided for in Article XVIII, the party asserting the grievance must present the grievance to the other party within seven (7) days (i) after the occurrence of the incident or event giving rise to the grievance; or (ii) the date the Union, Employee or Employer, with reasonable diligence, should have known of the grievance. If a satisfactory settlement is not effected within ten (10) days after the dispute is submitted in writing, either party may submit the grievance to arbitration no later than twenty (20) days after the grievance was submitted.

**Section 4.** The Arbitrator shall be selected either (i) by mutual agreement between the parties; or (ii) in the event they are unable to so agree, the matter may be referred by either party to the American Arbitration Association, for resolution in accordance with its Rules of Labor Arbitration. The Arbitrator's fees and any American Arbitration Association fees shall be borne equally by the Employer and the Union.

**Section 5.** The Arbitrator shall have no authority to add to, subtract from, or modify this Agreement or establish new terms and conditions of employment or amendments thereof.

**Section 6.** The Arbitrator's award shall prescribe such remedies as he shall see fit to prescribe. The award may be docketed and enforced as a judgment of the Supreme Court of the State of New York in accordance with the Civil Practice Law and Rules and Acts amending or supplementing the same.

**Section 7.** Both parties agree to accept the decision of the Arbitrator as final and binding. If either party fails to comply with the award of the Arbitrator within five (5) days after it is served, the other party has the right to take all legal and economic action to enforce compliance.

**Section 8.** If either party fails to attend such a hearing, the Arbitrator shall hear the evidence presented and rendered a decision based upon the case presented.

**Section 9.** If a dispute is not submitted within the time and in the manner herein provided, it shall be deemed waived, it being understood and agreed that the issue of timeliness or other procedural matters shall not be subject to arbitration but shall be tested, if at all, by judicial proceedings.

## **ARTICLE XXIV**

### **NO STRIKES - LOCKOUTS**

**Section 1.** There shall be no strikes, slowdowns, work stoppages, picketing (sympathetic or otherwise) by the Union or its members and the employees and no lockouts by the Employer.

## **ARTICLE XXV**

### **UNION SECURITY**

**Section 1.** Seniority shall prevail. Any employee who works thirty (30) days shall be entitled to a place on the seniority list.

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**Section 2.** The Employer agrees to a Union Shop.

**Section 3.** In accordance with the provisions of Article IV hereof, the Employer shall notify the Union when new employees are to be hired. The Union shall have the right to send applicants for the job or jobs and the Employer agrees to interview such applicants and give same interview considerations to Union-sent applicants as is given to applicants from other sources. This provision shall not be deemed to require the Employer to hire Union applicants or to preclude the Employer from hiring employees from other sources. The Employer reserves the right to finally pass on the qualifications and experience of all applicants for employment. During the probationary period of thirty (30) work days, the employee may be discharged without further recourse and with or without cause. After the probationary period, the employee shall be placed on the regular seniority list. Wherever practicable, where a probationary employee is disciplined but not discharged, notice thereof shall be given to the Union. Where employees are hired through private employment agencies, the Employer shall pay any and all charges.

**Section 4.** The foregoing paragraphs of this Article shall be subject to the Union's right to require only members in good standing to be retained in employment.

**Section 5.** 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.

**Section 6.** If a vacancy occurs or new jobs become available in any classification herein covered, the Employer will, so far as it is possible to do so, give opportunity to employees in a lower classification who may possess sufficient ability to fill such better jobs; such ability to be determined solely by the Employer without recourse. Any employee thus affected shall be given



thirty (30) days, either at his/her discretion or that of the Employer, to revert back to the classification from which he was taken.

**Section 7.** The Employer shall compile a seniority list from the regular payroll and submit the same to the Union. All new employees attaining seniority shall be placed on the seniority roster as of the date of their employment and assigned to that classification for which they were hired. Where there is more than one (1) seniority roster, then in the event of a merger, consolidation or acquisition, if the parties are unable to agree on the order of seniority, the matter shall be treated as a dispute subject to the grievance machinery.

**Section 8.** Employees shall have preference to select night or day work, according to their seniority, providing they qualify and a vacancy exists. Employees shall remain with day or night work they select for a period of six (6) months, providing the work opportunity is available.

**Section 9.** In the event the employee shall suffer a revocation of his chauffeur'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 his regular earnings at the time of revocation of license, for the entire period of revocation of license and shall be reinstated in the seniority that he held prior to revocation of his chauffeur's license after his chauffeur's license is restored.

**Section 10.** Employees shall not be held responsible for vehicles not properly equipped to comply with State Motor Vehicle Laws and shall be compensated for fines and time lost if summoned to court, etc., because of same.

**Section 11.** Any employee required to appear in court at the request of the Employer, or at the summons of the National Labor Relations Board or the New York State Labor Relations Board, as a result of some action taken on behalf of the Employer, 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.

## **ARTICLE XXVI**

### **SENIORITY**

**Section 1.** The seniority of any employee shall mean his length of continuous service within his particular classification.

**Section 2.** Subject to the provisions of Article XXV, Section 1, after a new employee has completed his trial period, his seniority shall govern in the event of a layoff. In the event of the reduction of the working force, the employees with the lower seniority within the classification shall be laid off first; however, the Shop Steward shall be the last one laid off. Each such employee will be recalled in the reverse order to the classification prior to hiring from the outside.

**Section 3.** The Employer will notify the Union of a layoff and will discuss the results thereof prior to the layoff occurring.

**Section 4.** In the event of discharge or layoff which is determined not to have been justified, the employee so discharged or laid off, if reinstated through the grievance procedure, shall not lose his seniority, unless otherwise agreed upon, and shall be entitled to all benefits of this Agreement and his job, which would have accrued to him had there been no grievance.

**Section 5.** The filling of open shifts, whether they be during the day or night, shall be according to seniority where the Employer finds that employees are qualified; such openings are to be posted conspicuously about the premises of the Employer where they may be seen and inspected by all employees who may be effected or have an interest therein, for at least one (1)

week prior to filling thereof except in emergencies or under other circumstances beyond the control of the Employer.

## **ARTICLE XXVII**

### **MAINTENANCE OF WORKING CONDITIONS**

**Section 1.** Whenever the Employer transfers an employee to another location of said Employer, the employee involved shall not lose seniority or any other benefits due him by length of service with the Employer.

**Section 2.** No employee shall be required to perform any function in violation of any Local, City, State or Federal or other laws; an employee whose normal duties would require him to perform such a function, if required to work at such time as to violate such a law, shall perform all other functions required of him, and of which he is capable, at the rate of pay applicable to his regular classification.

**Section 3.** If the Union disputes any assignment to or change of a work shift, the same shall be deemed a dispute and subject to the grievance machinery.

## **ARTICLE XXVIII**

### **WELFARE BENEFITS-DISABILITY**

**Section 1.** Effective August 16, 2014, the Employer shall contribute on the basis of one dollar and ninety cents (\$1.90) per hour, maximum of forty (40) hours per week for each employee covered by this Agreement. Effective August 16, 2015, the Employer shall contribute on the basis of two dollars and five cents (\$2.05) per hour, maximum forty (40) hours per week for each employee covered by this Agreement. Effective August 16, 2016, the Employer shall contribute on the basis of two dollars and twenty cents (\$2.20) per hour, maximum forty (40) hours per week for each employee covered by this Agreement. Said funds shall provide for the

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maintenance of an appropriate Welfare and Insurance Plan for the benefit of each employee covered by this Agreement.

**Section 2.** The Employer shall provide Disability benefits for the employees in accordance with New York State law. The Employer shall notify the Union, in writing, of the name of its Disability Benefit Insurance Carrier.

**Section 3.** All payments shall be made monthly on the first (1<sup>st</sup>) of each month for each eligible employee, and the Employer shall furnish the Trustees of the Plan, on the first (1<sup>st</sup>) of each month, with a written statement which shall include an enrollment card for all new employees and a list of all employees whose employment terminated during the preceding month.

**Section 4.** If the Employer fails to make such reports with the required payments within fifteen (15) days after the first (1<sup>st</sup>) of each month, he shall be considered in default on the sixteenth (16<sup>th</sup>) day of said month.

**Section 5.** The Employer shall make available to the Trustees of the Plan, or their duly authorized agents, such payrolls and other records of the Employer as may be pertinent or helpful to the carrying on by the Trustees of their duties; in the event an audit of such payrolls or other records of any Employer reveals a deficiency or default in payment (which is not the result of inadvertence or mathematical error), such Employer shall bear the cost of such audit in such reasonable amount as the Trustees may determine, not to exceed five percent (5%) of the amount determined to be due.

**Section 6.** In the event of the institution against the Employer in default of a law suit or arbitration or other proceedings to recover any amount due under the terms hereof, wherein it is determined by settlement or decision or judgment or otherwise that such an amount was due and

unpaid, in addition to such amount so determined, the Employer shall be liable for and pay an additional sum equal to the reasonable value of the services employed for instituting, maintaining and/or concluding such proceedings, not to exceed in any case twenty percent (20%) of the amount so determined to be due.

## **ARTICLE XXIX**

### **PENSION AND RETIREMENT**

**Section 1.** Effective August 16, 2014, the Employer shall contribute on a basis of two dollars and forty cents (\$2.40) per hour, for each employee covered by this Agreement. Effective August 16, 2015, the Employer shall contribute on a basis of two dollars and fifty cents (\$2.50) per hour, for each employee covered by this Agreement. Effective August 16, 2016, the Employer shall contribute on a basis of two dollars and sixty cents (\$2.60) per hour, for each employee covered by this Agreement. Said funds shall provide for the benefit of each employee covered by this Agreement. Contributions shall be made for all hours for which an Employee is required to be paid by the terms of this Agreement, including vacation, holiday, sick leave days and bereavement leave days, provided that such contribution shall not be required for more than forty (40) hours per week, and not in excess of fifty-two (52) weeks in any year for an Employee.

**Section 2.** All payments shall be made monthly on the first (1<sup>st</sup>) of each month for each eligible employee, and the Employer shall furnish the Trustees of the Plan, on the first (1<sup>st</sup>) of each month, with a written statement which shall include an enrollment card for all new employees and a list of all employees whose employment terminated during the preceding month.

**Section 3.** If the Employer fails to make such a report with the required payments within fifteen (15) days after the first (1<sup>st</sup>) of each month, he shall be considered in default on the sixteenth (16<sup>th</sup>) day of said month.

**Section 4.** The Employer shall make available to the Trustees of the plan, or their duly authorized agents, such payroll records of the Employer as may be pertinent to the carrying on by the Trustees of their duties; in the event an audit of such payrolls or other records of the Employer reveals a deficiency or default in payment, which is not the result of inadvertence or mathematical error, such Employer shall bear the cost of such audit in such reasonable amount as the Trustees may determine, but not to exceed five percent (5%) of the amount determined to be due.

**Section 5.** In the event of the institution against the Employer in default of a lawsuit or arbitration or other proceeding to recover any amount due under the terms hereof, wherein it is determined by settlement or decision or judgment or otherwise that such an amount was due and unpaid, in addition to such amount so determined, the Employer shall be liable for and pay an additional sum equal to the reasonable value of the services employed for instituting, maintaining and/or concluding such proceeding, not to exceed in any case twenty percent (20%) of the amount so determined to be due.

### **ARTICLE XXX**

#### **DELINQUENCIES IN HEALTH AND WELFARE OR PENSION CONTRIBUTIONS**

**Section 1.** Notwithstanding anything herein contained, in the event any Employer is delinquent at the end of a period in the payment of his contribution to the Health and Welfare or Pension Fund, or Funds created under this Agreement, in accordance with the rules and regulations of the Trustees of such Funds, after the proper official of the Local Union has given

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seventy-two (72) hours notice to the Employer of such delinquency in Health and Welfare or Pension payments, then subject to Article XXIII, the Union shall have the right, until such delinquency payments are made, unless there is a bona fide dispute, to take such action as may be necessary until such delinquent payments are made, and in the event such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom.

## **ARTICLE XXXI**

### **JOB STEWARDS**

**Section 1.** The Employer recognizes the right of the Union to designate Job Stewards and alternates from the Employers seniority list. The Union must notify the Employer of the names of the Stewards.

**Section 2.** 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:

- (1) The investigation and presentation of grievances to his Employer or the designated Employer representative in accordance with the provisions of the Collective Bargaining Agreement;
- (2) The collection of dues when authorized by appropriate Local Union action;
- (3) 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 stoppage, slowdowns, refusal to handle goods or any other interference with the Employer's business.

**Section 3.** Job stewards and alternates have no authority to take strike action, or any other action interrupting the Employer's business. The Employer recognizes these limitations upon the authority of Job Stewards and their alternates, and shall not hold the Union liable for any unauthorized acts. In the event the Job Steward has taken strike action, slowdown, or work stoppage in violation of this Agreement, the Employer shall have the authority to impose proper discipline.

## **ARTICLE XXXII**

### **GENERAL PROVISIONS**

**Section 1.** Titles of articles are inserted for general reference purpose; all provisions of this Agreement are binding upon the parties hereto whether the same are under properly descriptive titles or not, and in the event of discrepancies between the title of any article and the provisions of any article, the terms of the provisions shall control.

**Section 2.** To the best knowledge and belief of the parties this Agreement contains no provisions which are contrary to federal or state law, rule or regulation. However, should any provisions of this Agreement now or hereafter by, or be held to be, in conflict with any federal or state law, rule or regulation, then such provision shall continue in effect only to the extent permitted and the remaining provisions of the Agreement shall, nevertheless, remain in full force and effect.

**Section 3.** In the event that any provision in this Agreement be or is held to be, invalid under the laws of any state wherein the same is required to be carried out, the provision shall be deemed to be modified to comply with the requirements of such state law; it shall also be re-negotiated for the purpose of adequate replacement.



**Section 4.** It shall be a condition of employment that all employees shall be citizens of the United States and be duly licensed to drive equipment required to be operated by them, unless not required by the Employer.

#### **ARTICLE XXXIII**

##### **NON-DISCRIMINATION CLAUSE**

**Section 1.** The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms of conditions of employment in any manner prohibited by any federal, state or Local law including, but not limited to, discrimination resulting in deprivation of employment opportunity because of race, color, religion, sex, national origin or age.

**Section 2.** The Employer and the Union agree that there will be no discrimination by the Employer 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.

#### **ARTICLE XXXIV**

##### **DURATION**

**Section 1.** This Agreement shall remain in full force and in effect until midnight of August 15, 2017.

**Section 2.** In the event that either party should desire to terminate or modify this Agreement at its expiration date, it shall give notice of the other party in writing at least sixty (60) days prior to the expiration date of the contract and negotiations for a new Agreement shall commence as soon thereafter as is practical.

**Section 3.** This Agreement shall not in any way alter, change, modify, or deprive any of the employees of conditions of employment that such employees are now enjoying or working under

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which are better than those specified under this Agreement and they shall continue to receive such better conditions during the life thereof, (but nothing herein contained shall be deemed to create any guarantee of work or to require the Employer to provide overtime).

**SCHEDULE "A"**

The wages of the following classification shall be

<b><u>UTILITY</u></b>	<b>08/16/14</b>	<b>08/16/15</b>	<b>08/16/16</b>
Start	\$15.70	\$16.10	\$16.50
12 months	\$21.14	\$21.54	\$21.94
24 months	\$22.38	\$22.78	\$23.18

<b><u>GREASERS/TIRE</u></b>	<b>08/16/11</b>	<b>08/16/12</b>	<b>08/16/13</b>
Start	\$15.70	\$16.10	\$16.50
12 months	\$22.36	\$22.76	\$23.16
24 months	\$22.63	\$23.03	\$23.43

ALL CURRENT EMPLOYEES WILL BE PAID AT THE TWENTY-FOUR (24) MONTH RATE OF PAY IF THEY HAVE BEEN EMPLOYED BY MENDON FOR (24) MONTHS OR LONGER.

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hand and seals and cause this instrument to be duly executed.

**MENDON LEASING CORP.**

Matthew L. Shuman  
Signature

VP Sec Trans 1/6/15  
Title Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title Date

**GARAGE EMPLOYEES UNION  
LOCAL 272, I.B.T.**

MATTHEW BRUCCOLERI  
Matthew Bruccoleri

Matthew Bruccoleri 1/5/15  
Secretary Treasurer/  
Business Manager Date

Fred Alston JAN. 5, 2015  
Fred Alston

Fred Alston JAN. 5, 2015  
President Date