

# COLLECTIVE BARGAINING AGREEMENT

Between

*PENSKE TRUCK LEASING CO., L.P.*



and

*GARAGE EMPLOYEES UNION, LOCAL NO. 272*



NEW YORK, NEW YORK

AUGUST 16, 2016 to AUGUST 15, 2020

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**AGREEMENT**, made as of this 10th day of August 2016, in the City of New York, by and between **PENSKE TRUCK LEASING CO., L.P.** herein called the "Employer", and the **GARAGE EMPLOYEES UNION, LOCAL NO. 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 1** **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, all located in the State of New York; as well as, Hudson County and Bergen County, both in New Jersey.

**SECTION 2** This Agreement currently applies to the Employer's following ten (10) places of business: North Bergen (2723 Tonnelle Ave., North Bergen, New Jersey), Central Islip (3000 Expressway Drive South, Central Islip, New York), Manhattan (11 West 141<sup>st</sup> St., New York, New York), Parsippany (600 Edwards Road, Parsippany, New Jersey), JFK District (163-01 Rockaway Blvd., Jamaica, New York), Farmingdale Captive Shop (135 Price Pkwy., Farmingdale, New York), Brooklyn Rental Mart (2131 Flatbush Ave., Brooklyn, New York), and West Babylon, Long Island (30 Mahan St., West Babylon, New York), South Kearney (48 3<sup>rd</sup> St., South Kearney, New Jersey and Jersey City Captive Shop (3350 County Road, Jersey City, New Jersey).

**SECTION 3** 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 4** 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 there-after 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 5** The rights of the Employer shall include, but shall not be limited to, his rights to hire, transfer, promote, discharge, or discipline Associates for cause. It is the sole responsibility of the Employer to maintain discipline and efficiency of Associates, 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 6** 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 14.

## **ARTICLE 2**

### **RECOGNITION AND UNION SECURITY**

**SECTION 1** The Employer recognizes the Union as the sole and exclusive bargaining agent for all Associates of the Employer in the job classifications described in Article 14 hereof (herein called the "included occupations"). Except as otherwise set forth in this Agreement Part-time Associates who do not work an average of thirty (30) hours per week in the prior fifty two (52) weeks are excluded from all other terms and conditions of the Agreement other than "Wages", "Recognition", "Union Security", "Checkoff", "Grievance Procedure and Arbitration", and "Seniority" provisions. There will be a six(6) month review of hours worked by new employees to determine if their work hours meet and or exceed the thirty (30) hour/fifty two (52) week requirement.

**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 Associates.

**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 Associates of the Employer represented by the Union.

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

**SECTION 5** (a) All present Associates 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 Associates 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 (30th) day following the execution of this Agreement or its effective date or their date of employment, whichever is later. All Associates thereafter hired shall be required, as a condition of continued employment, to join and become members of the Union on or after the thirtieth (30th) 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.

The use of the masculine gender in this Agreement shall include both male and female.

### **ARTICLE 3**

#### **SAFETY 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 Associates required to use or operate equipment or motor vehicles which are unsafe. The referral or refusal of an Associate to work shall be subject to the grievance and arbitration provisions hereof, provided, however, that the Associate 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 herein-after provided.

**SECTION 2** All motor vehicles supplied by the Employer for use by the Associates 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** The Employer will supply three changes of work clothes per week. Associates shall be responsible for the return of all work clothes. The Employer shall provide three new uniforms (including changes) to covered Associates on November 1 of each year of this Agreement. The Associates will turn in their three old uniforms and be provided three new sets. The Associate's name will be visibly added to uniforms.

Associates shall be issued two sets of coveralls and a winter jacket during the winter months. The Associate must return the coveralls and the jacket at the end of the winter season before replacements are issued to him.

**SECTION 4** Associates 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 Associates working in garage buildings owned by or totally leased to the Employer. The Employer shall furnish a place for Associates to keep their working gear when not on duty.

#### **ARTICLE 4** **ILLNESS OR INJURY LEAVE OF ABSENCE**

**SECTION 1** In the event that an illness, injury, or pregnancy prevents the performance of regular duties, an Associate 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, injury, or pregnancy 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 Associate shall keep his immediate supervisor informed monthly in writing of the approximate time when he will be able to resume his regular duties. The Associate'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 for exceeding an approved leave of absence.

**SECTION 2** Any Associate who enters into active service in the Armed Forces of the United States will be given a leave of absence for and will accumulate seniority during such period of service, and upon the termination of such service shall be offered reemployment in his previous position or a position of like seniority, status and pay, unless the circumstances have so changed as to make it impossible or unreasonable to do so, in which event he will be offered such employment as may be available which he is capable of doing at the current rate of such work, provided he has not been dishonorably discharged, is physically and mentally able to do the work and reports for work within ninety (90) days of the date of such discharge.

**SECTION 3** The Employer will comply with the provisions of the Family and Medical Leave Act of 1993.

**SECTION 4** The Employer will comply with the provisions of the Americans with Disability Act of 1990, as amended.

#### **ARTICLE 5** **UNION REPRESENTATIVES AND UNAUTHORIZED ACTION**

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

**SECTION 2** Associates 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 Associate 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 6** **WAGES**

**SECTION 1** The following wages shall be paid to the Associates in the classifications described below:

| Wages   | 8/16/2016 | 8/16/2017 | 8/16/2018 | 8/16/2019 |
|---------|-----------|-----------|-----------|-----------|
| Utility | \$25.48   | \$25.98   | \$26.58   | \$27.18   |
| CSR     | \$21.25   | \$21.75   | \$22.35   | \$22.95   |
| *RR     | \$24.33   | \$24.83   | \$25.43   | \$26.03   |
| RR      | \$23.65   | \$24.15   | \$24.75   | \$25.35   |
| MT      | \$24.15   | \$24.65   | \$25.25   | \$25.85   |

\*Rental Reps hired before the 1997 contract.

**SECTION 2** There shall be no reduction in the hourly rate of pay of any Associate 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 Associate 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 Associate to provide that the hourly rate of pay for that Associate shall be as he is paid.

**SECTION 3** New hires shall be subject to the following grow-in rates:

| Classification | Start            | 6 Months         | 12 Months         |
|----------------|------------------|------------------|-------------------|
| Utility/CSR    | 95% of full rate | 97% of full rate | 100% of full rate |
| RRs/MTs        | 93% of full rate | 98% of full rate | 100% of full rate |

The Employer may accelerate these grow-in rates in its sole and complete discretion.

**SECTION 4** Associates may be designated as Lead Rental Reps in the sole and complete discretion of the Employer. And if so designated shall receive a \$0.50 per hour

differential. Leads may be redesignated as Rental Reps in the sole and complete discretion of the Employer.

**SECTION 5** Associates may be designated as Lead Utility Associates or Lead CSRs in the sole and complete discretion of the Employer, and if so designated shall receive a \$0.10 per hour differential. Leads may be re-designated as Utility Associates and CSRs in the sole and complete discretion of the Employer.

**SECTION 6** Associates may be designated as Assistant Rental Managers in the sole and complete discretion of the Employer, and if so designated shall receive \$0.50 per hour more than the RRs hired after 1997 contract as set forth in Section 1 above.

**SECTION 7** All Utility Associates are required to apply for, and obtain, New York State's mandatory Inspection certification. The Employer will pay for an Associate's eight (8) hour training and license. Upon an Associate obtaining the certification the Employer will pay him an additional twenty five cents (\$0.25) per hour. If the Associate makes a good faith effort satisfactory to the Employer to obtain the certification, it will not impact the Associate's job status. The period of time for an Associate to obtain the inspection certification is as follows: one (1) year for Associates employed by the Employer on or before August 10, 2016, and six (6) months for all Associates hired after August 10, 2016.

## **ARTICLE 7**

### **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), eight (8) hour days or nights or four (4), ten (10) hour days or nights, aggregating forty (40) hours; to consist of a work period in either case of eight (8) or ten (10) consecutive hours, exclusive of the normal meal period to be as close to the middle of the working shift as practicable. The Employer will provide the Associates a reasonable amount of time off between work shifts for their health and safety.

**SECTION 3** All Associates whose shifts start before 6:00 a.m. or after 2:30 p.m. shall receive an additional twenty cents (\$0.20) per hour for the full eight (8) hour shift. This shall not apply where those hours are at overtime pay.

**SECTION 4** Overtime at the rate of time and one-half (1-1/2X) the regular rate shall be paid for all hours worked in excess of eight (8) hours daily when working a 5-8 shift or ten (10) hours daily when working a 4-10 shift or forty (40) hours weekly. In the event

that any Associate shall be required to work more than five (5) days in any 5-8 work week or more than four (4) days in any 4-10 work week, he shall be compensated as follows:

- (a) If on a 5-8 shift at the rate of time and one-half (1-1/2X) for sixth (6<sup>th</sup>) day.
- (b) If on a 4-10 shift at the rate of time and one-half (1-1/2x) for the fifth (5<sup>th</sup>) day.
- (c) If on a 5-8 shift at the rate of double time (2X) for the seventh (7<sup>th</sup>) day worked consecutively, except where it is caused by a shift change requested or bid by an Associate.
- (d) If on a 4-10 shift at the rate of double time (2X) for the seventh (7<sup>th</sup>) day worked consecutively, except where it is caused by a shift change requested or bid by an Associate.

**SECTION 5** All overtime will be distributed as equally as possible by seniority rotation within the classification and the Associate's availability. Where a sufficient number of Associates do not volunteer to work overtime, the least senior Associates in the classification within a scheduled shift will be required to work.

**SECTION 6** Associates shall receive an annual boot allowance of \$150 per year upon presentation of a receipt for the purchase of boots used for work.

## **ARTICLE 8** **VACATIONS**

**SECTION 1** Associates shall receive vacations as follows:

- (a) If an Associate 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 Associate employed continuously for one (1) year but less than two (2) years shall receive five (5) days' vacation with pay in advance.
- (c) An Associate 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 Associate employed continuously for six (6) years but less than fifteen years shall receive annually, fifteen (15) days' vacation with pay in advance.



- (e) All Associates who have been employed continuously for fifteen (15) years or more shall receive twenty (20) days' vacation with pay in advance.

**SECTION 2** Each vacation period shall be deemed to have been earned by the Associate 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 January 1<sup>st</sup> and ending December 31<sup>st</sup> during each year. All schedules shall be fixed and posted on the premises of the Employer not later than December 1<sup>st</sup> for the following year. Schedules of vacations shall be fixed by the Employer in accordance with the seniority of the Associates consistent with the efficient operation of the business.

**SECTION 4** Should any difference arise among the Associates concerning vacation periods, Associates 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 Associate, such Associate shall receive an additional day's vacation with pay added to such period unless otherwise agreed between the Associate and the Employer.

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

**SECTION 7** No Associate 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 8** All Associates shall receive their vacation pay at the same weekly rate of pay they normally receive, exclusive of overtime pay.

**SECTION 9** Upon the termination of Associate's employment or in the event of the Associate's death, the Associate 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.

**SECTION 10** Any Associate entitled to two (2) or more weeks of vacation may, at his or her option, elect to take pay in lieu of time off for one week.

## **ARTICLE 9** **HOLIDAYS**

**SECTION 1** The following shall be paid holidays:

A. New Year's Day

F. Christmas Day



B. Memorial Day  
C. Independence Day  
D. Labor Day  
E. Thanksgiving Day

G. Six (6) Personal Days  
H. One (1) Floating Holiday

An Associate must request Personal Days, in writing, at least two weeks in advance. The Employer may waive the two week requirement in the event of extenuating circumstances. The Employer must answer the request within two working days, otherwise the request will be deemed as granted. The Employer will not unreasonably withhold permission.

Associates shall be paid for any unused Personal Days at the end of the contract year.

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

**SECTION 3** If an Associate 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 Associate 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 Associate's regularly scheduled work week, it shall be considered a day worked. If an Associate 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 (6-1/2) days. Associates required to report to work on a paid holiday shall receive a minimum of one and one-half (1-1/2) day's pay in addition to being paid a day's pay at straight time rates for the holiday. All time worked in addition to eight (8) hours on a paid holiday shall be paid for at the rate of double time and one-half (2-1/2X).

**SECTION 4** No Associate shall be entitled to any holiday pay until they have completed six (6) full months of service.

## **ARTICLE 10**

### **SICK PAY**

**SECTION 1** After one (1) year of continuous employment, if an Associate is out of work due to illness he shall receive not more than six (6) days' pay for the time of such illness in each contract year of employment. (A day to consist of eight (8) hours at the Associate's regular hourly rate of pay.) If six (6) days for illness are not paid during a contract year, the Associate shall be paid for the days not used at the end of the year. Sick days shall be taken in not less than 1/2 day increments.

An Associate 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 Associate who has in excess of one

(1) year's continuous service and who terminates shall be paid a pro-rata share of the unused days at the time he terminates.

## **ARTICLE 11**

### **INJURY ON THE JOB**

**SECTION 1** An Associate 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 12**

### **BEREAVEMENT PAY**

**SECTION 1** In case of death in a regular Associate's immediate family, i.e., spouse, mother, father, sisters, brothers, children, current mother-in-law, current father-in-law, grandparents, grandchildren, brother-in-law and sister-in-law, the Employer shall grant such Associate 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 Associate 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 13**

### **JURY DUTY**

**SECTION 1** An Associate 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 three (3) weeks during the life of this Agreement as a result of such service. The Associate shall return to work promptly after being released from jury examination to service.

## **ARTICLE 14**

### **JOB CLASSIFICATION**

**SECTION 1** The duties of a Lead will be identical as the classification from which he is promoted as well as the responsibility for and assignment of work to other Associates. The number, selection, retention and assignment of an Associate as a Lead shall be at the sole discretion of the Employer.

**SECTION 2** The duties of Lead Rental Representative and Rental Representative-Management Trainee shall be to perform any and all work within their respective

classifications, required of them by the Employer during working hours.

**SECTION 3** The duties of a Utility Associate shall be to perform all work required of them by the Employer within their classifications during working hours including, but not limited to, preventative maintenance, washing, fueling, and moving of vehicles.

**SECTION 4** No Associate 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 Associates covered under Schedule A shall be to perform all work within their respective classifications.

**SECTION 6** The duties of all Associates 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 Associate is required to perform the duties of a position with a higher rate of pay he shall receive such higher rate of pay.

**SECTION 7** The duties of the Rental Representatives shall be to perform any and all work within their classifications required of them by the Employer during working hours.

**SECTION 8** The duties of a Customer Service Representative (CSR) shall be to perform all work required of them by the Employer within their classification during working hours including, but not limited to, washing, fueling, and moving of vehicles.

**SECTION 9** All Utility Associates and CSRs shall be required to obtain a CDL B license. The period of time for each Associate to obtain a CDL B license is as follows: one (1) year for Associates employed by the Employer on or before August 10, 2016, and six (6) months for all Associates hired after August 10, 2016. The Employer will pay for the first license and assist an Associate in the training procedure.

## **ARTICLE 15**

### **DISCHARGE OR SUSPENSION**

**SECTION 1** The Employer shall not discharge or suspend any Associate without just cause. In all cases involving the discharge or suspension of any Associate, the Employer must immediately notify the Associate and the Union in writing promptly after the discharge or suspension and the reason therefore. Any Associate who fails to report for work or call in for three (3) consecutive days will be subject to termination.

**SECTION 2** Any Associate 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 Associate who wishes to challenge his discharge or suspension must file a written grievance with the Union within seven (7) calendar days of the discharge or suspension for processing beginning at Step 2 under

Article 20. The Union will immediately notify the Employer upon receipt of the grievance.

**SECTION 4** Should it be proved that an Associate has been improperly discharged or suspended, the Arbitrator shall order reinstatement and reimbursement for lost earnings.

**SECTION 5** The right of appeal by the Associate shall conclusively be deemed waived if he fails to follow the grievance procedures outlined in Articles 15 and 20.

## **ARTICLE 16**

### **CHECK-OFF AND TEAMSTER DRIVE**

**SECTION 1** The Employer shall, on or about the first (1st) of each month, deduct from the wages of each Associate 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 Associates and their ledger numbers as furnished by the Union, provided that the Employer has received from each Associate 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 law or constitution of the Union. It shall be a violation of this Agreement to make such deductions and payments on behalf of any Associate not actually employed by the Employer.

**SECTION 2** The Employer agrees to deduct from the pay check of all Employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing Employee that are to be deducted from his/her pay check on a weekly basis for all weeks worked. The phrase "weeks worked" includes any week other than a week in which Employee has earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one check, the total amount deducted along with the name of each Employee on whose behalf a deduction is made, the Employee's social security number and the amount deducted from the Employee's pay check.

## **ARTICLE 17**

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

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

## **ARTICLE 18**

### **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 Associate 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 Associate or Associates 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 reserves the right to refuse to accept freight from or to make pick-ups from or deliveries 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, inter-changed, 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 carrier or its Associates, 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 19**

### **LIE DETECTOR TEST**

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

## **ARTICLE 20**

### **GRIEVANCE PROCEDURE**

**SECTION 1** A grievance is a protest by an Associate against the Employer because of an alleged violation of a specific provision of this Agreement. Failure to follow the



procedure and steps outlined or the failure to follow the time limits shall be an absolute bar to the further processing of grievances or the arbitration thereof. Every effort shall be made to settle any grievance as expediently as possible in accordance with the following procedure.

## **SECTION 2**

Step 1 Grievances shall first be taken up with an Associate's immediate supervisor. If the grievance is denied, not satisfactorily resolved, or if not addressed by the supervisor, the Associate must reduce the grievance to writing and submit the written grievance to the Union within seven (7) calendar days of the alleged contract violation or within seven (7) calendar days of when the Associate either knew or should have known of the alleged violation for processing under Step 2. The Union shall immediately notify the Employer that a grievance has been filed.

Step 2 The District Manager will give his written answer to all grievances within seven (7) calendar days of the date that he has completed his investigation into the alleged violation.

Step 3 If a grievance is denied or if an answer from Step 2 is not received in a reasonable amount of time and the Union desires to process the grievance further, it shall be taken up by the Business Representative of the Union with the Area Vice President, or his designated representative, within seven (7) calendar days of the date the District Manager gives his written answer in Step 2. The Area Vice President will give his written answer within seven (7) calendar days after he has completed his investigation into the alleged violation.

Step 4 If the Union desires to arbitrate the grievance after having been fully processed according to the provisions of this contract, it shall be submitted to arbitration as follows:

- a. within ten (10) calendar days after receipt of the Employer's written answer in Step 3, the Union shall notify the Employer in writing of its intention to submit the grievance to arbitration.
- b. the parties will attempt to agree upon an Arbitrator, but if they fail to agree, the parties will request the American Arbitration Association or any other mutually agreeable party to submit a list of arbitrators from which each party will alternately strike names. The remaining name will be the arbitrator.
- c. the Union or the Employer shall have the authority to withdraw or settle any grievance prior to the decision or award of the arbitrator.
- d. the Parties may mutually agree to extend the time limits in any step of this procedure.



**SECTION 3** 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 4** 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 thirty (30) days after it is served, the other party has the right to take legal or economic action to enforce compliance. No legal or economic action shall be taken until after the parties have verified with the Arbitrator that the action taken is not in compliance with the award.

**SECTION 5** If either party fails to attend such a hearing, the Arbitrator shall hear the evidence presented and render a decision based upon the case presented.

**SECTION 6** If either Party fails to strictly comply with the procedures or time limits prescribed herein or Article 15, the matter shall be deemed waived. However, the Parties may extend any time limit by mutual written agreement.

## **ARTICLE 21** **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 Associates and no lockouts by the Employer.

## **ARTICLE 22** **SENIORITY**

**SECTION 1** Seniority shall prevail. Any Associate who works ninety (90) c days shall be entitled to a place on the seniority list.

**SECTION 2** The seniority of any Associate shall mean length of continuous service with the Employer. Bidding shall be by job classification according to his length of continuous service with the Employer.

**SECTION 3** The Employer agrees to a Union shop.

**SECTION 4** When new Associates have been hired, the Employer shall notify the Union within seven (7) days of their start date.

**SECTION 5** 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 6** 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 7** 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 the opportunity to Associates 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 Associate thus affected shall be given thirty (30) days, either at his/her discretion or that of the Employer, to revert back to the classification and have his/her seniority accumulated within the classification from which he was taken.

**SECTION 8** The employer shall compile a seniority list from the regular payroll and submit the same to the Union. All new Associates 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 9** Associates shall have preference to select their shift according to their seniority providing they qualify and a vacancy exists. Associates shall remain in the shift they select for a period of twelve (12) months provided the work opportunity is available.

**SECTION 10** Subject to the provisions of Section 1, after a new Associate has completed his trial period, his seniority shall govern in the event of a layoff. In the event of a reduction of the working force, the Associates with the lower seniority shall be laid off first, provided the remaining Associates are qualified to perform the available work; however, the Shop Steward shall be the last one laid off. Each such Associate will be recalled in the reverse order to the classification prior to hiring from the outside.

**SECTION 11** The Employer will notify the Union of a layoff and will discuss the results thereof prior to the layoff occurring.

**SECTION 12** In the event of discharge or layoff which is determined not to have been justified, the Associate so discharge 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 should have accrued to him had there been no grievance.

**SECTION 13** The filling of open shifts, whether they be during the day or night, shall be according to seniority where the Employer finds that Associates are qualified; such openings are to be posted conspicuously about the premises of the Employer where they may be seen and inspected by all Associates who may be affected or have an interest thereof, for at least one (1) week prior to filling thereof except in emergencies or under other circumstances beyond the control of the Employer.

**ARTICLE 23**  
**MAINTENANCE OF WORKING CONDITIONS**

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

**SECTION 2** No Associate shall be required to perform any function in violation of any Local, City, State or Federal or other laws; an Associate 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 24**  
**WELFARE BENEFITS**

**SECTION 1** The Employer shall contribute the following amounts on a per hour basis with a maximum of forty (40) hours for each employee covered by this Agreement:

| 8/16/2016 | 8/16/2017 | 8/16/2018 | 8/16/2019 |
|-----------|-----------|-----------|-----------|
| \$1.65    | \$1.75    | \$1.85    | \$2.00    |

Said funds shall provide for the maintenance of an appropriate Welfare and Insurance Plan for the benefit of each employee covered by this Agreement. The Employer shall provide Disability benefits in accordance with the respective laws of the States of New York and New Jersey.

**SECTION 2** All payments shall be made monthly on the first (1<sup>st</sup>) of each month for each eligible Associate, 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 Associates and a list of all Associates whose employment terminated during the preceding month.

**SECTION 3** 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 (16th) day of said month.

**SECTION 4** 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.

In the event that the Trustees determine that there is a deficiency or default in the Employer's contributions, the Union shall advise the Employer's Director of Labor Relations of such deficiencies or default prior to the Trustees taking any further action with regard to such deficiency or default.

**SECTION 5** In the event of the institution against the Employer in default of a lawsuit 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.

Effective August 16, 1995, each Associate shall contribute, on a pre-tax basis, an additional ten dollars (\$10.00) for a total of thirty dollars (\$30.00) per month.

**SECTION 6** Part -Time Employees are included only in the "Wages", "Recognition", "Checkoff", "Union Security", "Grievance and Arbitration" and "Seniority" provisions of the contract. However, Part – time Employees who work an average of 30 hours per week in the prior 52 weeks will be covered by this Article once they attain the average of 30 hours per week over the prior 52 weeks. The Employer acknowledges that it will comply with, and be bound by, the Patient Protection and Affordable Care Act.

All new Part-Time Employees will be reviewed after they complete six (6) months of employment and if their average work week is thirty (30) hours or more, the Employer will immediately begin contributing to the Welfare Fund for the Employee and he/she will be eligible for Welfare benefits pursuant to the Plan's summary plan description. The Employer will provide written monthly hour summaries to the Union for all Part-time Employees.

## **ARTICLE 25**

### **PENSION AND RETIREMENT**

**SECTION 1** The Employer shall contribute the following amounts on a per hour basis with a maximum of forty (40) hours for each Associate covered by this Agreement:

| 8/16/2016 | 8/16/2017 | 8/16/2018 | 8/16/2019 |
|-----------|-----------|-----------|-----------|
| \$3.85    | \$3.90    | \$3.95    | \$4.00    |

Said funds shall provide for the benefit of each Associate covered by this Agreement.

**SECTION 2** All payments shall be made monthly on the first (1<sup>st</sup>) of each month for each eligible Associate, 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 Associates and a list of all Associates 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.

In the event that the Trustees determine that there is a deficiency or default in the Employer's contributions, the Union shall advise the Employer's Director of Labor Relations of such deficiencies or default prior to the Trustees taking any further action with regard to such deficiency or default.

**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.

**SECTION 6** In the event, during the term of this labor agreement or after the expiration of this agreement and before a new agreement or impasse is reached, the pension contribution rates specified herein should for any reason be increased by the Pension Plan Sponsor and/or any person or entity acting for or through such Pension Plan Sponsor, or should the Employer receive any assessments of "surcharges" or "excise taxes" related to the Pension Fund (as such terms are defined in the PPA of 2006), it is agreed that the Employer may reopen the agreement for negotiations in its sole discretion, so that it could seek offsets to the pension increases or surcharges.

**SECTION 7** Part Time Employees are included only in the "Wages", "Recognition", "Checkoff", "Union Security", "Grievance and Arbitration" and "Seniority" provisions of the contract. However, Part - time Employees who work an average of 30 hours per



week in the prior 52 weeks will be covered by this article once they attain the average of 30 hours per week over the prior 52 weeks.

All new Part-Time Employees will be reviewed after they complete six (6) months of employment and if their average work week is thirty (30) hours or more, the Employer will immediately begin contributing to the Pension Fund's for the Employee and he/she will be eligible for Pension benefits pursuant to the Plan's summary plan description. The Employer will provide written monthly hour summaries to the Union for all Part-time Employees.

## **ARTICLE 26**

### **WELFARE AND PENSION DELINQUENCIES**

**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 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 seventy-two (72) hours' notice to the Employer of such delinquency in Welfare payments or Pension payments, then subject to Article 20, 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 Associates for losses resulting therefrom.

## **ARTICLE 27**

### **SHOP STEWARDS**

**SECTION 1** The Employer recognizes the right of the Union to designate Shop Stewards and alternates from the Employer's seniority list. The Union must notify the Employer of the names of the Stewards.

**SECTION 2** The authority of Shop 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 stoppages, slowdowns, refusal to handle goods, or any other interference with the Employer's business.

**SECTION 3** Shop 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 Shop Stewards and their alternates, and shall not hold the Union liable for any unauthorized acts. In the event the Shop 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 28**

### **GENERAL PROVISIONS**

**SECTION 1** Titles of articles are inserted for general reference purposes; 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 be, 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 Associates shall be legally authorized to work in the United States and be duly licensed to drive equipment required to be operated by them, unless not required by the Employer.

**SECTION 5** In the event the Associate shall suffer a revocation of his license because of a violation of any laws by the Employer, the Employer shall provide suitable and continued employment for such Associates, 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 he held prior to revocation of his license after his license is restored.

**SECTION 6** Associates 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 7** Any Associate 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 Associate shall be available for work if the proceeding does not extend the full day.

## **ARTICLE 29** **NON-DISCRIMINATION CLAUSE**

**SECTION 1** The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or 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 Associate because of his or her membership in the Union or because of any Associate's lawful activity and/or support.

## **ARTICLE 30** **DRUG TESTING**

**SECTION 1** The Drug Testing program shall be administered in accordance with Department of Transportation regulations and Employer Policy.

## **ARTICLE 31** **PART-TIME ASSOCIATES**

**SECTION 1** The Employer, at its discretion, may employ at each facility no more than 4 part-time Associates (comprised of 2 Rental Representative, and 0, 1 or 2 Customer Service Representatives or 0, 1 or 2 Utility Associates). In case the Employer incurs a large increase in business or assumes a large new account, the parties will meet and discuss increasing the number of part-time Associates). Such Associates will be covered by the terms of the Agreement with the following exceptions:

- A. A part-time Associate will be paid holiday pay only if he would have been scheduled to work on the holiday and only in an amount for the hours he would have been scheduled to work. If the part-time Associate works on the holiday he will be paid his regular rate for the hours worked in addition

to the above if applicable.

- B. The Employer, at its discretion, will determine the hours to be worked by part-time Associates. A part-time Associate will not be scheduled more than one hundred twenty (120) hours per month without permission of the Union.
- C. Part-time Associates in the Rental Representative classification will be laid off in order of seniority prior to regular full-time Associates. Part-time Associates will be recalled in order of seniority to work hours scheduled by the Employer. The Employer must recall regular full-time Associates prior to recalling part-time Associates on lay off.
- D. The Employer, at its discretion, will determine the hours to be worked by part-time Associates. A part-time Associate will not be scheduled more than one hundred twenty (120) hours per month without permission of the Union.
- E. The Employer will notify the Union of its intent to hire part-time Associates, thus giving the Union an opportunity to recommend Associates for part-time positions.

**SECTION 2** The Employer shall have the right to hire two (2) Seasonal Associates in the CSR classification in each of the Districts specified in Article 1, Section 2, of this Agreement between April 1<sup>st</sup> and September 15<sup>th</sup> of each year. These Seasonal Associates may work up to 40 hours per week. It is not the intention of the Employer to hire these Associates on as full-time employees, but to utilize them to meet seasonal business demands. These Seasonal Associates shall be limited to performing fueling and washing duties. These Seasonal Associates shall not be hired to displace regular, full-time CSRs. These Casual employees are included only in the "Wages", "Recognition", "Union Security", "Checkoff", "Grievance and Arbitration", and "Seniority" provisions of this Agreement.

## **ARTICLE 32** **DURATION**

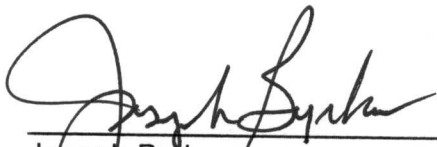
**SECTION 1** This Agreement shall remain in full force for four (4) years, from August 16, 2016 through midnight of August 15, 2020.

**SECTION 2** In the event that either party should desire to terminate or modify this Agreement as 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 practicable.

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

**IN WITNESS WHEREOF**, the parties hereto hand and seals and cause this instrument to be duly executed.

PENSKE TRUCK LEASING CO., L.P.  
New York, New York

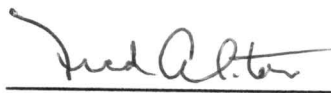
  
\_\_\_\_\_  
Joseph Byrka  
Director of Labor Relations

12/16/16  
Date

GARAGE EMPLOYEES UNION  
Local No. 272 I.B.T.

  
\_\_\_\_\_  
Matthew Bruccoleri  
Secretary-Treasurer/Business Manager

11/23/16  
Date

  
\_\_\_\_\_  
Fred Alston  
President

Nov. 23, 2016  
Date

Letter of Understanding 1

October , 2016

Matthew Bruccoleri, Secretary-Treasurer  
Garage Employees Union, Local No. 272, I.B.T.  
220 East 23<sup>rd</sup> Street  
New York, NY 10010

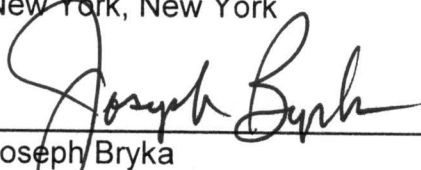
**Re: Grandfathering of Four-Year Vacation Entitlements**

Dear Mr. Bruccoleri:

During the course of the 2003 negotiations, the Parties agreed to certain changes in the vacation entitlements covering the unit. It was agreed at that time that anyone currently receiving four (4) weeks' vacation would continue to receive four (4) weeks' vacation. If the same meets with your understanding, please sign below and return a copy of this letter to me.

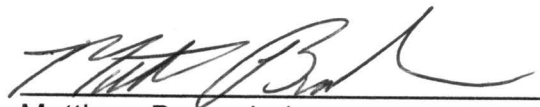
Sincerely,

PENSKE TRUCK LEASING CO., L.P.  
New York, New York

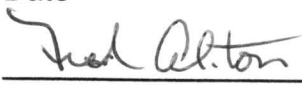
  
\_\_\_\_\_  
Joseph Bryka  
Director of Labor Relations

12/16/16  
Date

GARAGE EMPLOYEES UNION  
Local No. 272, I.B.T.

  
\_\_\_\_\_  
Matthew Bruccoleri  
Secretary-Treasurer/Business Manager

11/23/16  
Date

  
\_\_\_\_\_  
Fred Alston  
President

NOV. 23, 2016  
Date

## Letter of Understanding 2

October , 2016

Matthew Bruccoleri, Secretary-Treasurer  
Garage Employees Union, Local No. 272, I.B.T.  
220 East 23<sup>rd</sup> Street  
New York, NY 10010

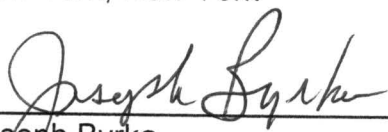
### **Re: Redesignation of Classifications**

Dear Mr. Bruccoleri:

During the course of the 2011 negotiations, the Parties agreed to redesignate Utility Associates as CSRs and CSRs as Utility Associates. The purpose of this redesignation was solely to more closely align the naming of Associates in this Agreement with how Penske refers to these Associates on a more system wide basis. It was not the purpose to change the jobs these classifications or individuals perform under the Agreement.

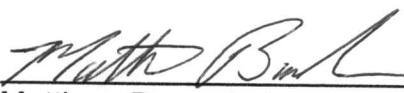
Sincerely,

PENSKE TRUCK LEASING CO., L.P.  
New York, New York

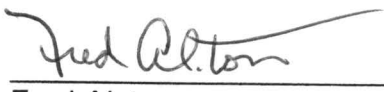
  
\_\_\_\_\_  
Joseph Byrka  
Director of Labor Relations

10/28/16  
Date

GARAGE EMPLOYEES UNION  
Local No. 272, I.B.T.

  
\_\_\_\_\_  
Matthew Bruccoleri  
Secretary-Treasurer/Business Manager

11/23/16  
Date

  
\_\_\_\_\_  
Fred Alston  
President

Nov. 23, 2016  
Date