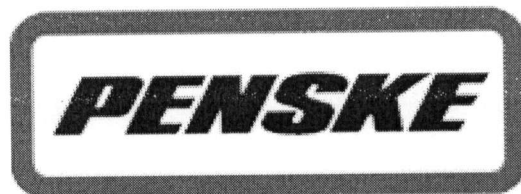


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LABOR AGREEMENT

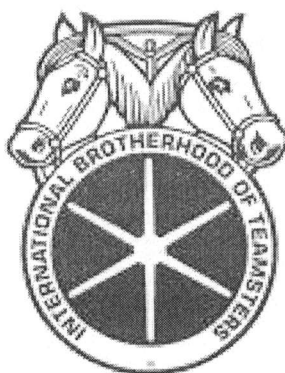
between

PENSKE TRUCK LEASING CO., L.P.



and

***GARAGE EMPLOYEES UNION, LOCAL 272
AFFILIATED WITH THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS***



***LINDEN AND SOUTH PLAINFIELD, NEW JERSEY
FEBRUARY 16, 2016- JANUARY 31, 2020***

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LABOR AGREEMENT

This agreement entered into this 7th day of April, 2016, by and between PENSKE TRUCK LEASING CO., L.P. in Linden, South Plainfield, South Brunswick, and Edison, New Jersey, hereinafter referred to as the "Employer", and Garage Employees Union, Local 272, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union".

ARTICLE 1 RECOGNITION

SECTION 1. The Employer recognizes the Union as the sole and exclusive bargaining representative at the following four (4) locations: Linden, New Jersey (1551 South Park Avenue, Linden, NJ 07036), South Plainfield, New Jersey (2364 South Clinton Avenue, South Plainfield, NJ 07080), South Brunswick, New Jersey (2256 Route 130 North, Dayton, New Jersey 08810), and Edison, New Jersey (130 Meadow Road, Edison, New Jersey 08817) for the purpose of bargaining in respect to rates of pay, wages, hours and other terms and conditions of employment for Assistant Rental Manager, Management Trainee, Customer Service Representatives and Rental Representatives (the Union is the bargaining representative for only the Rental Representatives at Edison, New Jersey), excluding all office clerical employees, mechanics, and all guards and supervisors and other employees excluded by law. Except as otherwise set forth in this Agreement Part time employees who do not work an average of thirty (30) hours per week in the prior 52 weeks are excluded from all other terms and conditions of the Agreement other than "Wages", "Recognition", "Checkoff", "Grievance Procedure and Arbitration", and "Seniority" provisions

ARTICLE 2 UNION SECURITY

SECTION 1. (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 (30th) 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 (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.

ARTICLE 3 CHECK-OFF AND TEAMSTER DRIVE

SECTION 1. The Employer agrees that it will deduct regular and usual membership dues from the wages of employees who are covered by this Agreement provided that the Employer receives written assignments signed by each employee authorizing such deductions.

SECTION 2. Deductions are made for the convenience of the Union and the Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article.

SECTION 3. 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 4 MANAGEMENT RIGHTS

SECTION 1. The right to hire, select, assign, transfer, promote, layoff, discharge or discipline employee for cause and to maintain discipline and efficiency of employees is the sole responsibility of the Employer, except that Union members shall not be discriminated against as such. The location of operations, the schedules, job assignments, methods, processes and means of operations are solely and exclusively the responsibility of the Employer. The above statement of Management Rights is subject to the provisions of this Agreement and any complaint of dispute concerning the exercise of any such rights shall constitute a grievance within the meaning of this Agreement.

SECTION 2. All rights here enumerated or elsewhere retained which the Employer has not expressly modified or restricted by a specific provision of this Agreement are retained and vested exclusively with the Employer.

ARTICLE 5 CONDUCT OF EMPLOYEES

SECTION 1. Employees shall always present a proper and clean appearance and a courteous attitude in public and to the customers of the Employer.

SECTION 2. Rules of conduct that are determined by the Employer are incorporated herein by reference. The Employer will not discharge any employee without just cause and shall give at least one (I) warning of any complaint against such employee in writing to the Union, and the employee, before he is discharged. Discharge must be by proper written notice to the employee affected, with a copy sent to the Union. No warning notice need be given in the case of immoral conduct while on duty, being under the influence of intoxicating beverages or narcotics while on duty, failure to immediately report any accident which has resulted in personal injury or property damage, failure to carry out reasonable instructions that do not conflict with the terms of this Agreement, willful destruction of Employer's or public property or the property of fellow employees, theft, becoming involved in a motor vehicle accident while driving the Employer's vehicle as a result of a superior, using an Employer's vehicle for personal use without permission, falsification of the employment application, sleeping on duty, leaving the work station without permission, violation of the workplace violence policy, as amended, violation of the anti-harassment policy, as amended, using a cell phone while operating a commercial motor vehicle or absence for three (3) consecutive days or more without notifying the Employer. Such notification shall be by telephone, telegraph or letter but must be made to the District Manager to whom the employee reports.

ARTICLE 6 SHOP STEWARDS

SECTION 1. The Employer recognizes the right of the Union to designate a Shop Steward and assistant from the Employer's seniority list. There shall be only one active Steward during each shift at any one time. The Union must notify the Employer of the name of the Steward.

SECTION 2. The authority of the Shop Steward so designated by the Union shall be limited to and shall not exceed the following duties and activities:

- A. The investigation and presentation of grievances to the Employer or the designated Employer representative in accordance with the provisions for the collective bargaining agreement;
- B. The collection of dues when authorized by the appropriate local union action;
- C. The transmission of such messages and information, which shall originate with, and are authorized by the local union for its officers, provided such messages and information;
 - 1. have been reduced to writing; or
 - 2. 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. The Shop Steward has no authority to take strike action or any other action interrupting the Employer's business, except as authorized by official action of the Union.

SECTION 4. The Employer recognizes these limitations upon the authority of the Shop Steward 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 the Shop Steward has taken unauthorized strike action, slowdown or work stoppage in violation of the Agreement.

ARTICLE 7 SENIORITY

SECTION 1. All new employees shall be regarded as probationary for the first ninety (90) calendar days. Each such employee may be terminated with or without cause and without recourse to the grievance procedure during his probationary period. Such an employee, if continued in the employ of the Employer after the expiration of the probationary period, shall have his seniority computed from his most recent date of hire.

SECTION 2. Seniority shall be the uninterrupted length of service from the last date of employment by the Employer. Job classification seniority shall prevail for the purpose of layoff and rehiring.

SECTION 3. A list of the employees in the order of their seniority shall be posted in a conspicuous place at their place of employment. Controversies regarding seniority shall be settled by the Employer and the Union. Failing settlement by these parties, the matter shall be processed under the Grievance in writing within ten (10) days from the date of posting of the seniority list. In the event no protest is made, the seniority list as posted shall be considered correct and final.

SECTION 4. An employee's seniority rights shall cease and his employment with the Employer shall terminate if:

- 1) He quits voluntarily;
- 2) He is discharged;
- 3) He is absent for three (3) consecutive working days without authorization and/or without notifying the Employer (this constitutes a voluntary quit);
- 4) He does not return to work within three consecutive working days after being recalled by the Employer by a letter sent by registered mail with return receipt requested addressed to him at the last address he has given the Employer;
- 5) He exceeds a leave of absence without written approval of the Employer;
- 6) He is laid off in excess of six months;

- 7) He accepts a position with another Employer while on leave of absence;
- 8) He retires.

ARTICLE 8 HOURS OF WORK

SECTION 1. It is understood that because of the unusual nature of the Employer's business the operation shall be on a seven (7) day workweek basis. It is further understood that the Employer shall have the right to establish various shifts, whether it be day or night, Saturday, Sunday, etc., in order to cover all phases of its business.

SECTION 2. All time worked in excess of eight (8) hours in one day or forty (40) hours in any one (1) week shall be paid for at the rate of one and one-half (1-1/2) times the employee's regular straight time hourly rate of pay. Should an employee work a regular schedule of other than eight hours in a day, the rate of one and a half (1-1/2) times the regular rate of pay shall not commence until the employee works in excess of their regular schedule, which shall not exceed ten hours daily.

SECTION 3. Pay for overtime hours worked and/or work on a holiday shall not be duplicated, pyramided or counted again for the purpose of computing overtime pay.

SECTION 4. Only those employees hired after January 1, 1983 may be scheduled for Sunday as a regularly scheduled workday at straight time. Time and one half (1 1/2x) shall be paid for all hours worked on the 6th consecutive workday and double time (2x) shall be paid for all hours worked on any 7th consecutive workday.

SECTION 5. Employees working 60 percent of their hours between 3:00 P.M. and 7:00 P.M. will receive a shift differential of \$1.00 per hour for all hours worked. Additionally, employees working Saturday, Sunday or both, will receive the \$1.00 differential for the hours worked on the Saturday, Sunday or both. The Employer will calculate the Employee's hours daily.

SECTION 6. At its discretion the Employer may schedule shifts including but not limited to five (5) days of eight (8) hours per day each workweek, and four (4) days often (10) hours each day per workweek (4-10's). For 4-10's schedules, shifts containing a regularly scheduled Saturday or Sunday workday shall have three consecutive days off. No regularly scheduled shift shall consist of both a Saturday and Sunday workday. For 4-10's schedule holidays and vacation days shall be paid at eight (8) straight time hours. Sick days shall be paid at ten (10) straight time hours per workday.

ARTICLE 9 GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 1. A grievance is a protest by an employee against the Employer, or by the Employer against the Union because of an alleged violation of a specific provision of this Agreement.

Failure to follow the procedures and steps outlined or the failure to follow the time limits shall be an absolute bar to the further process 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. UNION GRIEVANCE

- Step 1. A Union grievance shall first be taken up with the immediate supervisor.
- Step 2. The aggrieved employee must reduce his complaint to writing and submit it to the District Manager within three (3) workdays of the alleged violation. The District Manager will give his written answer within seven (7) workdays from the date the grievance was presented to him in writing.
- Step 3. If the Union desires to process the grievance further, it shall be taken up by the Business Representative of the Union with the Area Manager within ten (10) workdays after the District Manager gives his written answer. The Area manager will give his written answer within ten (10) workdays after receipt of the second step. The Union may file a grievance on behalf of the unit at this step within thirty calendar days of 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 Third Step, the Union shall notify the Employer in writing of its intention to submit the grievance to arbitration.
 - B. Within thirty (30) calendar days after receipt of the Employer's written answer in Third Step, the Union shall request from the Federal Mediation and Conciliation Service a list of five (5) arbitrators from which each party will alternately strike two names. The remaining name will be the arbitrator. The parties may also agree upon an arbitrator.
 - C. The Union shall have the authority to withdraw or settle any grievance prior to the decision or award of the arbitrator.
 - D. The Employer and the Union shall jointly prepare and sign for the arbitrator and submission setting forth the issue or issues in dispute. If a submission cannot be agreed upon between the Employer and the Union, each party shall submit to the arbitrator and to each other a statement of the issues it considers to be in dispute.

SECTION 3. EMPLOYER GRIEVANCE

- Step 1. The Employer shall have thirty calendar days from the alleged violation in which to file a grievance with the Union.

Step 2. The Business Representative of the Union will give his written answer within ten (10) workdays after receipt of the grievance

Step 3. If the Employer 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 Union's written answer in Second Step, the Employer shall notify the Union in writing of its intention to submit the grievance to arbitration.
- B. Within thirty (30) calendar days after receipt of the Union's written answer in Second Step, the Employer shall request from the Federal Mediation and Conciliation Service a list of five (5) arbitrators from which each party will alternately strike two names. The remaining name will be the arbitrator. The parties may also agree upon an arbitrator.
- C. The Employer shall have the authority to withdraw or settle any grievance prior to the decision or award of the arbitrator.
- D. The Employer and the Union shall jointly prepare and sign for the arbitrator and submission setting forth the issue or issues in dispute. If a submission cannot be agreed upon between the Employer and the Union, each party shall submit to the arbitrator and to each other a statement of the issues it considers to be in dispute.

SECTION 4. The arbitrator shall not have the power to add to or subtract from or modify any of the terms of this Agreement or any agreements supplemented hereto.

SECTION 5. In any proceeding seeking to require or stay arbitration, or to stay, enforce, modify, or set aside a decision or award of the arbitrator, none of the provision of this contract shall deprive a court of its power to determine questions or arbitrability, or the jurisdiction of an arbitrator or the validity of any decision or award of the arbitrator.

SECTION 6. Each party shall bear its own expense with respect to the preparation and presentation of the matter to the arbitrator, but the cost or expense of the arbitrator and the conference room shall be borne equally by the Employer and the Union.

SECTION 7. The decision of the arbitrator shall be binding upon the Employer and the Union during the duration of this Agreement. In the event that either party shall refuse to agree to the arbitrator's decision, the other party shall be allowed all legal and/or economic recourse.

ARTICLE 10 JURY DUTY

SECTION 1. Employees who are required to serve or be examined on a jury shall be granted an excused absence or such time as is needed in connection with jury duty. The Employer agrees to

pay employees who are required to serve on jury duty the difference between their regular classification rate of pay and the amount allowed by the court for their jury service for a period of up to three (3) weeks. Any day an employee is not required to serve on jury panel, when he is relieved for the day, shall make himself available for work.

ARTICLE 11 UNION VISITATION

SECTION 1. Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes and collecting dues provided, however, the Union Representative first notifies the Employer's Representative in charge of the establishment and provided further, that such visitation shall not interfere with conduct of the Employer's business.

ARTICLE 12 RIOT OR CIVIL DISORDER

SECTION 1. It is mutually agreed that any riot or civil disorder that causes the Employer to temporarily suspend its operations will be considered to be an Act of God under the terms of this Agreement. The Employer shall not be liable for the payment of any wages for the time lost to any employee who is notified not to report for work or who is sent home from work as a result of such shutdown.

ARTICLE 13 MOONLIGHTING

SECTION 1. It is agreed between the Employer and the Union that no employee will work for another company or go into business for himself while in the employ of the Employer where such business is in competition with the Employer.

ARTICLE 14 STRIKES. LOCKOUTS AND DISCRIMINATION

SECTION 1. No employee shall have his "take-home" wages reduced as a result of the signing of this Agreement. Nothing herein shall prohibit the paying of a higher rate of pay, at the discretion of the Employer. No men shall be discriminated against because of Union activities. The Union agrees not to sanction any strike, slowdown or stoppage of work and the Employer agrees not to declare a lockout during the term of this Agreement. The Employer agrees not to hold the Union responsible for any slowdown, strike or stoppage of work not sanctioned by the Union.

SECTION 2. Any employee now receiving a greater privilege than those herein contained shall continue to receive such privilege.

SECTION 3. The Union agrees that neither it nor its members will engage or participate in, or any way support any strike, walkout, sit-down, slowdown, stoppage or refusal to perform duties during the term of this Agreement. The Employer agrees that it will not engage in any lockout

during the term of this Agreement. However, any action of the Employer in closing its plant during a general strike, riot or civil commotion for the protection of the vehicles, personnel and/or property shall not be deemed a lockout.

SECTION 4. Should there be any interference in the Employer's operation referred to in SECTION 1 above by employees of the Employer occur during the terms of this Agreement, the Union, within twenty-four (24) hours after receipt of notice from the Employer, shall advise each employee in writing that the interference has not been called or sanctioned by the Union. The obligation of the Union shall be limited to the performance of each notification and upon compliance by the Union, its officers, agents and members shall have no further liability for any damage suffered by the Employer because of such interference.

SECTION 5. The Employer shall have the sole and complete right of discipline including discharge of employees who lead and/or participate in such interference in the Employer's operation and such employees shall not be entitled to or have any recourse to the grievance procedure or any provision of this Agreement.

ARTICLE 15 DEATH IN FAMILY

SECTION 1. In the event of death in an employee's immediate family (which is defined as parents, spouse, children, brother or sister, current mother-in-law, current father-in-law, brother – in-law and sister-in –law, grandparents and grandchildren) the employee shall be entitled to be absent from work for a period up to but not more than three (3) regular working days through and including the day of the burial, when such absence is necessary to make arrangements for and attend the funeral. During such absence, the employee shall be compensated at his straight time hourly classification rate for such regular working time lost. Such absence compensation shall not include pay for lost overtime, vacation time or premium. The Employer can request proof of death.

ARTICLE 16 FULL AGREEMENT

SECTION 1. The Parties agree that the terms and conditions set forth herein represent their full and complete understandings and contemplations whether or not specifically referred to during negotiations as to wages, hours and working conditions, and that neither party shall be legally obligated to negotiate further on any of the terms and conditions stated above or not set forth herein during the life of this Agreement, except those specifically provided for herein or hereafter mutually agreed to in writing and properly executed by the parties.

SECTION 2. The Employer agrees not to enter into any other Agreement or contract with the employees covered by this Agreement, individually or collectively which in any way conflicts with the terms and provisions of this Agreement.

SECTION 3. The Employer is permitted to make and enforce any reasonable rules that do not conflict with the provisions of this Agreement. All such rules shall be posted for a period of six (6) calendar days before becoming effective and the Union shall be furnished a copy of such rules.

SECTION 4. The waiver be either party of any provision or requirement of this Agreement shall not be deemed a waiver of such provision or requirement for the future, or in the past, and shall not constitute or modification of this Agreement unless such provision or requirement is reduced to writing and signed by the parties to this Agreement. An arbitrator shall have no authority to determine or consider that this provision has been waived.

SECTION 5. Should any provision or requirement of this Agreement be declared legally invalid by any tribunal of competent jurisdiction, such invalidation shall not invalidate any other provision or requirement of this Agreement. In the event any Article, paragraph or provision of this Agreement is declared legally invalid, then such invalidation item shall immediately become subject to the renegotiation upon notice from either party to the Agreement to the other party.

ARTICLE 17 UNIFORMS

SECTION 1. Uniforms and laundry service will continue to be provided by the Employer as has been the practice.

SECTION 2. All employees will be required to wear said uniforms while on duty, and present a neat appearance at all times.

SECTION 3. CSRs shall be reimbursed up to \$150 per year, upon submission of a receipt, for the purchase of boots to be used for work. This provision shall expire at the expiration of this contract.

ARTICLE 18 LEAVES OF ABSENCE

SECTION 1. PERSONAL LEAVE OF ABSENCE. A leave of absence may be granted for personal reasons for a period not to exceed thirty (30) days upon application of the employee to and approval of his supervisor. Such leaves of absence may be renewed at the discretion of the Employer and seniority will accumulate during the leave.

SECTION 2. ILLNESS, INJURY OR PREGNANCY LEAVE OF ABSENCE. In the event of off-the-job illness, injury or pregnancy which prevent 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, injury or pregnancy continues beyond six (6) months, such leave will be extended for an additional period for 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 accumulate during the leave.

SECTION 3. Probationary employees without seniority shall not receive credit for time off such toward the thirty (30) working days of employment required to acquire seniority, and in no case shall a probationary employee's name be placed on the seniority list while away from work on sick leave.

SECTION 4. All of the above leaves of absence, including sick leaves, are granted subject to the following conditions:

- A. The return of any employee to work before the expiration of his leave of absence is at the option of the Employer.
- B. Any employee who fails to report for work within three (3) working days after date of expiration of the leave shall be considered as having voluntarily quit unless he has a satisfactory reason.
- C. If upon the expiration of a leave of absence there is no work available for the employee in line with his seniority, or if the employee would otherwise have been subject to layoff according to seniority during the period of the leave, the period that breaks seniority shall start from the date of expiration of the leave.

SECTION 5. LEAVES OF ABSENCE FOR MILITARY SERVICE. Any employee 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 6. The Employer will comply with the provisions of the Family and Medical Leave Act of 1993.

ARTICLE 19 SICK LEAVE

SECTION 1. All full time regular employees who have been in the employ of the Employer one (1) year or more, shall receive six (6) days of sick leave with pay for each year. Unused sick leave shall be granted after November 30th to each eligible full time regular employee, in cash in an amount not to exceed six (6) days or by mutual agreement between the Employer and the employee as paid time off to be taken at a time mutually agreed upon. In the event that an

employee quits, dies or is terminated, he or his estate shall qualify for such unused sick leave payment in cash on pro-rated basis. Pro-rated sick leave pay shall be computed on the basis of each completed calendar month of service or major fraction thereof.

ARTICLE 20 VACATIONS

SECTION 1. An employee's eligibility date for vacation with pay shall be the anniversary of the employee's seniority date. To obtain a vacation after his first year of employment, the employee must work a minimum of 180 workdays in the year prior to his anniversary and have been employed for the entire year. To obtain a vacation during the second and subsequent years, the employee must work a minimum of 180 days in each anniversary year but need not be employed for the entire year. Not more than one vacation will be earned in any twelve (12) month period.

SECTION 2. Vacation period will be from January 1 to December 31, and all vacations must be taken prior to the termination date of the vacation period, except for those employees whose eligibility dates do not occur sufficiently in advance of December 31 to permit the vacation to be completed during the vacation period. Such employees will be scheduled to take their vacations period to the next eligibility dates. Vacation schedule shall be determined by the Employer. Vacation assignments shall be made at the Employer's discretion, whenever practicable, according to seniority.

SECTION 3. Each employee having one (1) year seniority as of his eligibility date and who is otherwise eligible for vacation with pay according to the above provisions shall be entitled to one (1) week vacation with pay. Each employee having two (2) years seniority as of his eligibility date and who is otherwise eligible for vacation with pay according to the above provisions shall be entitled to two (2) weeks' vacation with pay. Each employee having seven (7) years seniority as of his eligibility date that is otherwise eligible for vacation with pay according to the above provisions shall receive three (3) weeks' vacation with pay. Each employee having fifteen (15) years seniority as of his eligibility date and who is otherwise eligible for vacation with pay according to the above provisions shall receive four (4) weeks' vacation with pay.

SECTION 4. A week vacation with pay shall mean the employee's straight time hourly rate of pay for his job classification times his normally scheduled weekly hours of work then prevailing. If a holiday falls during an employee's scheduled vacation, he will, at the Employee's discretion, either be given an additional day off or be paid eight (8) hours pay at his regular straight time hourly rate of the holiday. Employees must notice the Employer of their selection prior to vacation.

SECTION 5. No more than one employee per classification per shift may take vacation at any one time.

ARTICLE 21 HOLIDAYS

SECTION 1. PAID HOLIDAYS. The following full day holidays shall be paid at the employee's basic hourly rate, irrespective of the day on which they fall: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, and six (6) Personal Days. The employee shall notify the Employer two weeks in advance of his selection of a personal day, except under "emergency circumstances". An employee must have been on the payroll for a minimum of one hundred and eighty (180) days to qualify for a personal day. Unused personal days shall be granted after November 30th to each eligible full time regular employee, in cash, in an amount not to exceed four (4) days.

Employee's Birthday provided the employee notifies the Employer the exact date of his birthday at least two (2) weeks prior to such holiday each year.

A probationary employee shall not be entitled to any holiday pay.

SECTION 2. Any employee working on the above mentioned holidays shall be paid one and one half (1-1/2) times his regular rate of pay for all hours worked on that day.

SECTION 3. When any of the above holidays fall on Sunday, the day observed by the Nation or State shall be considered as the holiday. In the event a holiday falls during the employee's vacation, the employee shall receive an additional day off with pay or an additional days pay, at the Employee's discretion. Employees must notify the Employer of their selection prior to vacation.

SECTION 4. In order to be eligible for holiday pay when no work is performed, an employee must be available for work on the last regular work day immediately prior to a holiday and the first regular work day immediately following the holiday, unless mutually agreed to by the Employer and the Union.

SECTION 5. Unused personal days shall be paid out November 30th on the same schedule as the unused sick day payout.

ARTICLE 22 NO DISCRIMINATION

The Employer and the Union agree that neither will discriminate either directly or indirectly, nor will they permit any of their agents, members or representative to discriminate either directly or indirectly against any employee by reason of race, creed, color, age, sex, being handicapped or membership or activity in the Union.

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

ARTICLE 23
HEALTH & WELFARE BENEFITS

SECTION 1. For the term of this Agreement, the Employer shall contribute to the Local 272 Welfare Fund as follows:

- a. Effective February 1, 2016, the sum of two dollars and fifteen cents (\$2.15) per hour, maximum of forty (40) hours per week, for each employee covered by this Agreement;
- b. Effective February 1, 2017, the sum of two dollars and twenty-five cents (\$2.25) per hour, maximum of forty (40) hours per week for each employee covered by this Agreement;
- c. Effective February 1, 2018, the sum of two dollars and forty cents (\$2.40) per hour, maximum of forty (40) hours per week for each employee covered under this Agreement;
- d. Effective February 1, 2019, the sum of two dollars and fifty-five cents (\$2.55) per hour, maximum of forty (40) hours per week for each employee covered by this Agreement.

SECTION 2. All payments shall be made monthly on the first (1st) of each month for each eligible employee, and the Employer shall furnish the Trustees of the Plan, on the first (1st) 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 reports with the required payments within fifteen (15) days after the first (1st) of each month, it 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.

SECTION 6. Part -Time Employees are included only in the "Wages", "Recognition", "Checkoff", "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 24 PENSION AND RETIREMENT

SECTION 1. For the term of this Agreement, the Employer shall contribute to the Local 272 Labor-Management Pension Plan, as follows:

- a. Effective February 1, 2016, the sum of \$3.30 per hour maximum of 40 hours per week, for each employee covered by this Agreement;
- b. Effective February 1, 2017, the sum of \$3.40 per hour, maximum of 40 hours per week, for each employee covered by this Agreement;
- c. Effective February 1, 2018, the sum of \$3.50 per hour, maximum of 40 hours per week, for each employee covered by this Agreement;
- d. Effective February 1, 2019, the sum of \$3.60 per hour, maximum of 40 hours per week, for each employee covered by this Agreement.

SECTION 2. All payments shall be made monthly on the first (1st) of each month for each eligible employee and the Employer shall furnish the Trustees of the Plan, on the first (1st) 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 (1st) 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 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", "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 25

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 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 there from.

ARTICLE 26 JOB CLASSIFICATIONS AND WAGES

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

SECTION 2. The duties of Lead Rental Representative and Rental Representative-Management Trainee and Assistant Rental Manager shall be to perform any and all work within their respective classifications required of them by the Employer during working hours.

SECTION 3. No employee shall demand or receive extra compensation for any alleged extra washes required of him within his regular working hours.

SECTION 4. The duties of all other employees covered under Schedule "A" shall be to perform work within their respective classifications.

SECTION 5. 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.

SECTION 6. The duties of the Rental Representative shall include but not be limited to executing appropriate paperwork for the rental of commercial and one-way vehicles and performing such other duties associated with the rental counter as required.

SECTION 7. The duties of a Customer Service Representative shall include but not be limited to the fueling and washing of vehicles, completing associated paperwork and other duties within their classification required of them by the Employer during working hours.

SECTION 8. Any Employee assigned to a different Local 272 bargaining unit shall be paid the prevailing wage for the duties performed but not less than their present rate of pay.

EFFECTIVE DATES AND WAGE RATES

<u>Classification</u>	<u>Feb. 1, 2016</u>	<u>Feb. 1, 2017</u>	<u>Feb. 1, 2018</u>	<u>Feb. 1, 2019</u>
Management Trainee				
Hired After 3/1/2012	20.05	20.05	20.55	21.05
Rental Representative				
Hired Prior to 3/1/2012	23.84	23.84	24.34	24.84
Hired After 3/1/2012	18.20	18.20	18.70	19.20
Part Time Rental Representatives				
Hired Prior to 3/1/2012	20.38	20.63	20.88	21.13
Hired After 3/1/2012	16.15	16.40	16.65	16.90
Customer Service Representative				
Hired prior to 2/1/2005	22.64	22.64	23.14	23.64
Hired After 2/1/2005	19.64	19.64	20.14	20.64
Casual Customer Service Representative	15.75	16.00	16.25	16.50

Effective July 1, 2017, all Employees employed by the Employer on or before June 9, 2016, date this Agreement was ratified, shall receive a grossed up lump sum payment of \$1,250.00.

The Employer reserves the right to re-designate a management trainee as a rental representative, and an employee so re-designated shall not retain the management trainee differential. Any individual designated as a Lead Rental Representative or a Rental Representative -Management Trainee shall be filled at Management's discretion. Lead rental representatives will be paid an additional \$.50 per hour. For management trainees the differential will be \$1.00/hour. Management Trainees, when reclassified as Assistant Rental Managers will receive an additional \$1.00 per hour.

CSR's who have and maintain a CDL A, will receive a twenty five cent (25 cent) stipend for the time they maintain that license.

SECTION 9. Employees in the Rental Representative and Management Trainee Classifications will receive a three (3) percent commission paid on all consumer rentals (local or one-way) on the following items:

- a) LDW Sales
- b) PAI Sales
- c) SLI Sales

- d) Hand Truck Revenue
- e) Furniture Pad Revenue
- f) All Boxes and Moving Accessory Revenue

The commission will be paid monthly to all rental representative and management trainee associates. It will be calculated by the Employer's payroll department, based upon data from RentalNet. Each employee is required to ensure that he or she properly signs-in on the computer when he or she are doing transactions and reservations so that the commission gets assigned to the correct employee.

Commissions will be paid to both the employee who makes the reservation and the employee who performs the actual transaction (when the customer either rents the truck or buys the moving accessories). When there are two different employees involved in the rental, one that makes the reservation and the other than completes the transaction, both will receive 1.5% of all revenue generated from LDW, PAI, SLI, hand truck, furniture pad, and moving accessory sales for that rental. If the same person makes the reservation and completes the transaction, he or she will be paid the full 3% commission.

All rental employees will be expected to provide emergency coverage via the football. Employees will be paid three (3) hours per week and if their total hours exceed that, they will need to provide documentation to their management and they will be paid for the additional time. If a rental employee needs to report to a site in order to meet a customer's needs, he/she must contact the District Rental Manager or his/her designee, and if the trip is taken, the Employee will be guaranteed a minimum of four (4) hours of pay; if the trip is longer, the Employee will be paid for each hour worked.

ARTICLE 27 PART-TIME EMPLOYEES

SECTION 1. The Employer, at its discretion, may employ six (6) part-time Rental Representatives under this Agreement (one (1) at South Brunswick, one (1) at Edison, two (2) at South Plainfield, and two (2) at Linden). 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 employees.

SECTION 2. A part-time employee 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 employee works on the holiday he will be paid his regular rate for the hours worked in addition to the above if applicable.

SECTION 3. The Employer, at its discretion, will determine the hours to be worked by part-time employees. A part-time employee will not average more than thirty (30) hours per week.

SECTION 4. Part-time Rental Representative Employees will have a separate seniority list from regular full-time Rental Representative Employees. Part-time employees in the Rental Representative classification will be laid off in order of seniority prior to regular full-time

employees. Part-time employees will be recalled in order of seniority to work hours scheduled by the Employer. The Employer must recall regular full-time employees prior to recalling part-time employees on lay off.

SECTION 5. Part-time employees are included only in the "Wages", "Recognition", "Check-Off", "Grievance and Arbitration" and "Seniority" provisions of this Agreement. Holiday pay is available to part-time employees as set forth in SECTION 2, above.

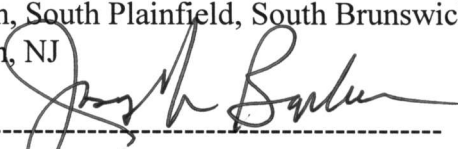
SECTION 6. The Employer will notify the Union of its intent to hire part-time employees, thus giving the Union an opportunity to recommend employees for part-time positions.

SECTION 7. Employer shall have the right to hire three (3) casual employees in the CSR classification between April 1st and September 15th of each year. These casual employees 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 casual associates shall be limited to performing fueling and washing duties. These casual associates shall not be hired to displace regular, full-time CSRs. These Casual employees are included only in the "Wages", "Recognition", "Checkoff", "Grievance and Arbitration", and "Seniority" provisions of this agreement.

ARTICLE 28 TERMINATION

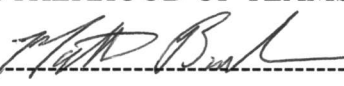
SECTION 1. This contract shall be in full force and effect from February 1, 2016 to and including January 31, 2020 and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel, terminate or modify the Agreement is served by either party upon the other party at least sixty (60) days prior to the expiration date.

PENSKE TRUCK LEASING CO., L.P.
Linden, South Plainfield, South Brunswick,
Edison, NJ

BY: 
Joseph Byrka
Director of Labor Relations

Dated: Aug. 10, 2016, 2016

GARAGE EMPLOYEES UNION,
LOCAL 272, INTERNATIONAL
BROTHERHOOD OF TEAMSTERS

BY: 
Matthew Bruccoleri
Secretary/Treasurer

Dated: 8/10/16, 2016

BY: 
Fred Alston, President

Dated: Aug 10, 2016, 2016