

AGREEMENT  
BETWEEN  
TEAMSTERS UNION  
LOCAL 481



and

PENSKE TRUCK LEASING CO., L.P.

October 1, 2022— October 1, 2027  
(Revised Effective November 17, 2024)

# TABLE OF CONTENTS

		<u>PAGE</u>
ARTICLE I	UNION SECURITY	2
ARTICLE II	MANAGEMENT RIGHTS	4
ARTICLE III	SENIORITY	4
ARTICLE IV	WORKWEEK AND OVERTIME	6
ARTICLE V	HOLIDAYS AND HOLIDAY PAY	8
ARTICLE VI	VACATIONS	9
ARTICLE VII	HEALTH AND WELFARE	10
ARTICLE VIII	PENSION	10
ARTICLE IX	NO STRIKE – NO LOCKOUT	12
ARTICLE X	CONDUCT OF EMPLOYEES	12
ARTICLE XI	GRIEVANCE PROCEDURE	13
ARTICLE XII	SUPERVISORY EMPLOYEES	14
ARTICLE XIII	SICK LEAVE AND BEREAVEMENT	15
ARTICLE XIV	GENERAL PROVISIONS	16
ARTICLE XV	LEGAL REQUIREMENTS	20
ARTICLE XVI	ADDENDA	20
ARTICLE XVII	FAMILY AND MEDICAL LEAVE ACT	21
ARTICLE XVIII	LABOR MANAGEMENT COMMUNICATION COMMITTEE	21
ARTICLE XIX	TERM OF AGREEMENT	22
APPENDIX "A"	JOB DESCRIPTIONS	23
APPENDIX "B"	CONTROLLED SUBSTANCE/ALCOHOL	24
APPENDIX "C"	TEAMSTERS - NATIONAL 401(k) SAVINGS PLAN	26
APPENDIX "D"	TEAMSTERS - NATIONAL D.R.I.V.E. PROGRAM	27

THIS AGREEMENT and its attached Addenda, made and entered into this 1<sup>st</sup> day of October, 2022 by and between PENSKE TRUCK LEASING CO., L.P., located in the cities of Tukwila, Washington; Portland, Oregon; Oakland, California; Sacramento, California; San Francisco, California; San Jose, California; Los Angeles, California; San Diego, California; Phoenix, Arizona; Albuquerque, New Mexico; Anaheim, Arent Avenue, Bakersfield, Carson, Chino, City of Industry, Corona, Fontana, Fontana North, Greenwood, La Mirada, Los Angeles, Mira Loma, Montebello, Riverside, Santa Ana, Sun Valley and Torrance, California; hereinafter called the "Employer", and THE SIGNATORY WESTERN REGIONAL AUTOMOTIVE LOCAL UNIONS, on behalf of its affiliated Local Unions, Local 104, Phoenix, Arizona; Local 117, Tukwila, Washington; Local 150, Sacramento, California; Local 305, Portland, Oregon; Local 481, San Diego, California; Local 492, Albuquerque, New Mexico; Local 495, Anaheim, Arent Avenue, Bakersfield, Carson, Chino, City of Industry, Corona, Fontana, Indio, La Mirada, Los Angeles, Montebello, Ontario, Riverside, Santa Ana, Sun Valley and Torrance, California; and Local 665, San Francisco and San Jose, California; Local 853, Oakland, California; hereinafter called the "Union."

## **ARTICLE I - UNION SECURITY**

Section 1. Hiring of Employees - Only members in good standing in the Union shall be retained in employment. For the purpose of this Section, "members in good standing" shall be defined to mean employee members of the Union who tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership. All employees covered by this Agreement shall become members of the Union within thirty (30) days from the effective date of this Agreement or within thirty (30) days from the date of employment, whichever is later, and shall remain members of the Union in good standing as a condition of continued employment. Only these employees in the job classifications set forth in each attached Addendum shall be covered by this Agreement.

Section 2. Union Recognition - It is agreed that the signing of this Agreement shall constitute a recognition of the Union, and it is further agreed that no member shall be discharged for activity in representing the Union.

Section 3. Union Security - When new or additional employees are needed, the Employer shall notify the Union of the number and classification of employees needed and the Union shall have a reasonable opportunity to refer applicants for the vacancies to be filled, provided, however:

- a) Selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way affected by, Union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies, or requirements.

- b) The Employer retains the right to reject any job applicant referred by the Union.
- c) The parties agree to post, in places where notices to employees and applicants for employment are customarily posted, all provisions relating to the functioning of the hiring arrangement, including the safeguards that are deemed essential to the legality of this hiring Agreement.

The Employer shall, within five (5) days of date of hire, forward to the Union a completed hire-in slip, supplied by the Union, containing the employee's name, address, hire date, classification, wage and social security number.

Section 4. Check-Off - The Employer, at the request of the Union, is to deduct from the wages of employees, membership dues (and initiation fees) of the Union, and promptly transmit such fund to the Union; provided, that the Employer has received from each employee, on whose account such deductions are made, a written assignment which shall be irrevocable for a period of more than one (1) year, or beyond the termination date of the applicable Collective Bargaining Agreement, whichever occurs sooner.

Section 5. New Organization -

- a) When a Local Union in the jurisdiction of The Signatory Western Regional Automotive Local Unions organizes a unit in the classification covered by the Addenda attached hereto, and is properly recognized and certified by the N.L.R.B., and said Local Union requests inclusion in this Penske/The Signatory Western Regional Automotive Local Unions' Master Agreement, the parties agree that the coverage of the Master Agreement shall extend to the Local Union involved upon certification by the N.L.R.B. The parties further agree to meet within thirty (30) days, unless a longer period is mutually agreed, to negotiate wages, pension, and health and welfare coverage for the Local Addendum.
- b) If there is a separation or establishment of operation in jurisdiction of a Local Union covered for the job classification stated in the attached Addenda, but for another division of the Employer, then the Master Agreement shall apply to same.

Section 6. Non-Discrimination -

- a) Neither the Company nor the Union, in carrying out their obligations under this Agreement, shall discriminate or harass, in any manner whatsoever, against any employee because of race, color, sex, gender identity, sexual orientation, age, non-disqualifying physical or mental disability, political or religious affiliation, national origin, marital or veteran status or membership in any labor organization.

- b) The Company agrees to continue its present non-discriminatory policy offering equal opportunities for available jobs to qualified applicants without regard for the factors referenced in Section 1 above.
- c) Gender: Wherever the pronouns "he" or "she" or any other pronoun designated sex is used in this Agreement, it shall be deemed to refer to either/or both sexes.

## **ARTICLE II - MANAGEMENT'S RIGHTS**

The rights of the Employer shall include, but not be limited to, its right to conduct the business, its operation and the direction of the working forces. The Employer's discretion and judgment shall control the selection and retention of employees and the work and duties to which they are assigned, including the right to hire, transfer, schedule, promote, demote, suspend, and discharge and the right to make rules and regulations concerning the conduct of the business and the employees, providing the same are not contrary to the terms of this Agreement. The failure of the Employer to exercise its rights under this Article, in any respect, shall not be taken as a waiver of its rights.

## **ARTICLE III – SENIORITY**

### **Section 1. Seniority Established -**

- a) Employees shall be on probation for their first ninety (90) calendar days of employment. Employees terminated by their Company during the ninety (90) day probationary period shall not be subject to the grievance procedure. Wages and other working conditions in this Agreement and applicable Local Addenda attached hereto shall apply to employees during the probationary period. Seniority shall be separate for each location or agreed designated lesser unit. An employee's seniority shall be by last date of hire in the employee's job classification.
- b) A list of employees, in the order of their seniority in job classification, shall be posted, each January and June, in a conspicuous place at the place of employment. Such lists shall be kept current, and copies shall be available to the Union, upon request. However, up to thirty (30) days after the posting, an employee, who believes there is a controversy of his/her seniority standing on such list shall submit his/her complaint through the grievance procedure. If no controversy exists after thirty (30) days of the posting of the seniority list, the list shall be deemed established.

## Section 2. Layoff and Recall -

- a) Reduction of forces due to lack of work shall be by seniority in a job classification. Each employee will be given five (5) workdays notice of layoff, except in case of Act of God or Civil Riots. The last employee hired in a job classification shall be the first laid off. Recall shall be in the reverse order, provided the employee is capable and qualified. Employees in a higher classification may, in case of reduction in forces due to lack of work, exercise their seniority in a lower classification provided they are otherwise qualified. When such employee's original job becomes available, they shall be returned to it.
- b) All employees are to be given written notice, or notice posted on a bulletin board of impending layoffs, not later than the end of the last shift worked prior to the commencement of such layoffs.
- c) Recall - In the event of a layoff, an employee so laid off shall be given ten (10) days' notice of recall by registered or certified mail to his last known address. The employee must respond to such notice within three (3) days after the receipt thereof and actually report for work in ten (10) days after receipt of notice, unless otherwise mutually agreed to in writing by the Union and the Company. In the event the employee fails to comply with the above, he/she shall lose all seniority rights under this Agreement.

Section 3. Seniority Broken - Seniority shall be broken by: a) Discharge, if not reinstated; b) a resignation or quit; c) layoff from the Employer exceeding the employee's seniority, but not to extend beyond one (1) year; or (d) as provided in Section 3c) above; e) absence from work due to a non-occupational injury or illness for twelve (12) months; f) absence from work due to an occupational injury or illness for eighteen (18) months.

Section 4. Seniority and Leave of Absence - A leave of absence granted by the Employer shall not interrupt the continuity of seniority, providing the employee on such leave does not take another job.

Section 5. Rules - Provided the employee is capable and qualified, seniority shall apply to starting time, shift preference, work week, work day, overtime, classification work on premium days, job bidding, and promotional training offerings.

Section 6. New Hire Orientation - The Union will be allowed thirty (30) minutes of presentation time as necessary to speak with newly hired bargaining unit employees on matters concerning the rights of employees, responsibilities of the Union and the services available to the membership. Such presentation shall be made by a Business Representative and/or Shop Steward and will be pre-scheduled with the Employer at mutually agreeable dates and times.

## **ARTICLE IV - WORKWEEK AND OVERTIME**

Section 1. Workweek - The workweek shall consist of five (5) consecutive days of eight (8) hours each. The Company shall have the option of establishing four (4) consecutive days of ten (10) hours each day work schedule or three (3) consecutive days of twelve (12) hours each day (for forty (40) hours pay) work schedule by location, subject to a majority vote approving said schedule by the affected employees. Lunch periods shall not exceed one (1) hour each workday.

The regular scheduled day shift shall start no earlier than 7:00 a.m. and end not later than 6:00 p.m., unless otherwise provided for in the Local Addenda. No night shift premium shall be paid for work performed between these hours on a regularly scheduled day shift.

Shift starting time for an employee, when once established, shall not be changed during his/her work week, except by mutual agreement between the Employer and the Union.

Work Breaks - All employees shall be granted a fifteen (15) minute break during each half (½) shift. The Employer shall determine the time for the break period and shall, when possible, establish them halfway through the respective shift. Unless approved by management, break periods shall not be taken in customer service areas.

Section 2. Overtime – Overtime shall be offered in seniority order, by classification. Overtime shall be paid for on the basis of time and one-half (1½) times the employee's straight time hourly rate of pay for all hours worked in excess of eight (8) or ten (10) hours per day, whichever is appropriate. Employees who work over ten (10) hours per day or forty (40) hours per week shall be paid time and one-half (1½) for all such hours, unless otherwise stated in the Local Addenda.

When an employee reports to work on his/her regular shift and notifies the Company, at that time, that he/she will not be able to work overtime beyond his/her shift, then mandatory overtime, if necessary, will exclude that employee unless said employee is the only available person. Unanticipated overtime shall be announced not less than two (2) hours in advance, such overtime shall be voluntary. If the number of volunteers is insufficient, then the Company may mandate overtime by inverse seniority among qualified employees. Mandatory overtime shall be limited to two (2) hours on any regular scheduled day.

Section 3. Protection of Conditions - Wages, hours or other conditions now in effect, which are more beneficial to the employees than those stipulated in this Agreement, shall not be reduced or discontinued.

Section 4. Call-Back - Any employee required to and reporting for work at a time outside of his/her regular work day, when such work is not continuous with his/her regular work day, shall be guaranteed four (4) hours of work or pay in lieu thereof. The sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) day shall be a guaranteed eight (8) hour day. There shall be no splitting of

any four (4) day, ten (10) hour day, work schedules. When an emergency "call-back" occurs, the employee called shall be paid at one and one-half (1½) times the regular rate for the classification of work performed. This is not to be considered a part of the split shift.

Section 5. Work in Other Classifications - When an employee is directed to do work in a higher rated classification and such work requires less than four (4) hours, he/she shall receive the higher rate of pay for four (4) hours. If the work requires more than four (4) hours, he/she shall receive the higher rate of pay for the entire day, in which such work is performed. When an employee is directed to work in a lower rated classification for less than a full day, he/she shall receive his/her regular rate for all work performed.

Section 6 - There shall be no pyramiding of pay under this Agreement.

Section 7 - There shall be no split shifts, except by mutual agreement.

Section 8 - The employees will not receive time and one-half (1½) for the sixth (6<sup>th</sup>) consecutive day worked and/or double time (2x) for the seventh (7<sup>th</sup>) consecutive day worked, where such days are a result of a bidding for vacation relief bids, individual job openings or bidding where the Employer and Union agree to a master or annual bid.

Section 9 - All employees who work alone shall be given an alarm signaling device (i.e., electronic transmitter, cellular phone or other such device).

Section 10 - Employees shall be given a print-out of all hours worked on a daily/weekly basis if requested by the employee.

Section 11. – Shift Differential:

- a) An employee who clocks in and works a shift that is regularly scheduled to start their assigned workday at or after 11:00a.m. shall receive a 2<sup>nd</sup> shift differential totaling (\$2.00) two dollars per hour for all hours worked during such shift in addition to their hourly wage rate.
- b) An employee who clocks in and works a shift that is regularly scheduled to start their assigned workday at or after 9:00p.m. shall receive a 3<sup>rd</sup> shift differential totaling (\$3.00) three dollars per hour for all hours worked during such shift in addition to their hourly wage rate.

## ARTICLE V - HOLIDAYS AND HOLIDAY PAY

Section 1. Eligibility and Qualifications - The following holidays shall be paid at the employee's basic rate, including shift premium, when not worked, irrespective of the day on which they fall:

New Year's Day	Labor Day
Memorial Day	Thanksgiving
Fourth of July	Day after Thanksgiving
Five (5) Floating Holidays	Christmas Day

New hires will earn a floating holiday for each quarter worked until their normal entitlement.

Section 2 - Any employee working on the above-mentioned holidays shall be paid for hours worked at one and one-half (1½) times his regular rate of pay, including shift premium.

Section 3 - When any of the above holidays are observed by the State or Federal Government on a different day, the Federal declaration shall take precedence and such day shall be observed as the holiday under the terms of this Agreement. The day upon which a majority of the employees' scheduled hours would fall 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 day's pay.

Section 4 - In order to be eligible for holiday pay when no work is performed, an employee must be available for work on his/her last scheduled work day immediately prior to a holiday and on his/her first (1<sup>st</sup>) scheduled work day immediately following the holiday, unless the employee can show a justifiable excuse to his/her Employer and the Union. An employee will be given five (5) days' notice to work on a holiday, except in the case of emergency. Any employee who is laid off or discharged, at the end of his/her work week, shall receive pay for any holiday that falls on the first (1<sup>st</sup>) day of the employee's shift the following week.

Section 5 - Each employee must request a floating holiday at least five (5) days in advance. The employee must have the Employer's approval, which will not be unduly withheld. Seniority will apply if more than one (1) employee requests the same day. Final approval will be granted within three (3) days and once approved, cannot be withdrawn, or changed. Employees shall be paid for any unused Floating Holidays each year.

## ARTICLE VI - VACATIONS

### Section 1 -

- a) An employee with one (1) year of continuous service shall, on his/her yearly anniversary date of hire, receive with pay ten (10) days' vacation for one (1) year of service; fifteen (15) days for five (5) years of service; twenty (20) days for ten (10) years of service; twenty-five (25) days for twenty (20) years of service; and thirty (30) days for thirty-five (35) years of service.

For all employees hired on February 1, 1986 and thereafter: An employee with one (1) year of continuous service shall, on his/her yearly anniversary date of hire, receive with pay five (5) days' vacation for one (1) year of service; ten (10) days for two (2) years of service; fifteen (15) days for eight (8) years of service; twenty (20) days for fifteen (15) years of service; twenty-five (25) days for twenty-five (25) years of service; and thirty (30) days for thirty-five (35) years of service.

- b) All employees covered by this Agreement, whose services terminate for any reason, shall receive prorated vacation with pay for those months for which no vacation has been paid on the following basis: Employees who have completed more than six (6) months and less than five (5) years of employment, one-twelfth (1/12<sup>th</sup>) of the two (2) weeks wage, exclusive of overtime for each completed calendar month of employment; employees who have completed five (5) years and less than ten (10) years of employment, one-twelfth (1/12<sup>th</sup>) of three (3) weeks wage, exclusive of overtime, for each completed calendar month of employment; employees who have completed more than ten (10) years and less than twenty (20) years of employment, one-twelfth (1/12<sup>th</sup>) of four (4) weeks wage, exclusive of overtime, for each completed calendar month of employment; employees who have completed more than twenty (20) years of employment, one-twelfth (1/12<sup>th</sup>) of five (5) weeks wage for each completed calendar month of employment; and employees who have completed more than thirty-five (35) years of employment, one-twelfth (1/12<sup>th</sup>) of six (6) weeks wage, exclusive of overtime, for each completed calendar month of employment.

Section 2 - Vacation pay shall be calculated on the basis of an employee's straight time hourly wage, including any shift premium.

Section 3 - Vacation assignments shall be made at the Employer's discretion, whenever practicable, according to seniority. The vacation schedule shall be posted annually as of January 1<sup>st</sup> and employees shall exercise their choice by bidding seniority. The list shall be closed as of March 1<sup>st</sup> and request for subsequent unbid weeks of vacation shall be given employees upon advance notification to the Company. When an employee splits his/her vacation time off, he/she will exercise his/her seniority for the first (1<sup>st</sup>) choice but will drop to the bottom of the seniority list for his/her second choice.

Section 4 - An employee on leave of absence, i.e., illness, injury, military, personal, etc., or layoff in excess of thirty (30) continuous days will be entitled to a pro-rata share of his/her vacation the subsequent year, based on the months worked, as defined in Section 1(b) above.

Section 5 - Any employee entitled to two (2) or more weeks of paid vacation may request vacation pay in lieu of time off in increments of one (1) week, for a total of up to two (2) weeks each year.

## **ARTICLE VII - HEALTH AND WELFARE**

Section 1 - The Company agrees to provide Health and Welfare benefits per the applicable Local Union Addendum on behalf of each eligible employee, and all health and welfare benefit plans and possible caps, if any, shall be as defined within the Local Union Addendums. The Penske Aetna "Open Access Premier Plan" shall be the only Plan offered under this Agreement. The parties agree that for the term of the Agreement, the Health and Welfare Plan design currently in effect, as well as the below listed contribution rates, shall be maintained as frozen, it is agreed that employees hired after January 1, 2013, shall pay the following weekly employee contribution amounts for Penske Aetna medical coverage for the term of this Agreement:

Single: \$30.00 per week  
Employee Plus One: \$55.00 per week  
Family: \$80.00 per week

Section 2 – The Company agrees to continue to provide Health and Welfare benefits as per the applicable Local Union Addendum on behalf of each employee, for up to a maximum of four (4) months during an employee's leave of absence. This provision shall only apply when the employee's leave is caused by a non-work-related illness or injury.

## **ARTICLE VIII - PENSION**

Section 1 – Effective October 1, 2022, the Employer agrees to pay into the Western Conference of Teamsters Pension Trust Fund on account of each member in the bargaining unit an amount equal to four dollars and thirty-one- and one-half cents (4.315) for each straight time hour for which compensation is paid to a maximum of two thousand and eighty (2080) hours per year per employee. Of this contribution, twenty-eight cents (28¢) per hour shall be to provide for the Program for Enhanced Early Retirement (PEER). Effective October 1, 2023, the contribution shall be increased to four dollars and one-half cents (\$4.415) of which twenty-nine cents (29¢) shall be for PEER. Effective October 1, 2024, the contribution shall be increased to four dollars and fifty-one and one-half cents (\$4.515) of which twenty-nine cents (29¢) shall be for PEER. Effective October 1, 2025, the contribution shall be increased to four dollars and sixty-one and one-half cents

(\$4.615) of which thirty cents (30¢) shall be for PEER. Effective October 1, 2026, the contribution shall be increased to four dollars and seventy-one and one-half cents (\$4.715) of which thirty cents (30¢) shall be for PEER. Effective October 1, 2027, the contribution shall be increased to four dollars and eighty-one and one-half cents (\$4.815) of which thirty-one cents (31¢) shall be for PEER. The contribution required to provide for the Program for Enhanced Early Retirement will not be taken into consideration for benefit accrual purposes under the Plan. The additional contribution for the PEER must, at all times, be six and one-half percent (6.5%) of the basic contribution and cannot be decreased or discontinued at any time. The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of such month. The Employer agrees to abide by such rules, as may be established by the Trustees of said Trust Fund, to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts and the accurate reporting and recording of such hours and such amounts, paid on account of each member of the bargaining unit. Failure to make all payments herein provided for, within the time specified, shall be a breach of this Agreement.

As the material part of the consideration of the foregoing, the Union, on behalf of its members, does not hereby release the Employer signatory hereto from any and all obligations to continue or maintain the Employer (Employer-employee) retirement plan, which the Employer may have in existence on the effective date hereof. The provisions of the foregoing shall not be deemed to constitute a waiver by the Union, nor any employee, of any rights, privileges or benefits which may have accrued to any employee under the terms of any Employer Plan.

Section 2 – For probationary employees hired on or after November 1, 2002, the Employer shall pay an hourly contribution rate of ten cents (10¢) (including PEER) during the probationary period as defined in Article III – Seniority, Section 1(a), but in no case for a period longer than ninety (90) calendar days from an employee's first date of hire. Contributions shall be made on the same basis as set forth in Article VIII – Pension of the Agreement. After the expiration of the probationary period as defined in Article III – Seniority, but in no event longer than ninety (90) calendar days from an employee's first date of hire, the contribution shall be increased to the full contractual rate.

Section 3 – In the event a military reservist is called to active duty, the Employer agrees to honor and adhere to all provisions of the Uniformed Service Employment and Reemployment Rights Act (USERRA) of 1994, including, when legally required to make pension contributions up to a maximum of two thousand eighty (2080) hours per year, on behalf of an affected employee.

Section 4 - Pension Offset: In the event, during the term of this labor agreement the pension contribution rates specified herein should for any reason be increased by the Trustees of the Western Conference of Teamsters Pension Trust Fund, it is agreed that the Company and Union shall meet and confer in good faith in an effort to resolve any economic impact. This includes "surcharges" or "excise taxes" (as such terms are defined in the PPA of 2006) that may be assessed/levied against the employer.

Section 5 - The Employer agrees to participate in the International Brotherhood of Teamsters 401(k) Plan on an employee only contribution basis, Appendix C.

### **ARTICLE IX - NO STRIKE - NO LOCKOUT**

Section 1 - During the life of this Agreement, no strikes or work stoppages shall be caused or sanctioned by the Union, and no lockouts shall be entered upon by the Employer. Any action of the Employer in closing his stations during a general strike, riot or civil commotion, for the protection of his station and property, shall not be deemed a lockout.

Section 2 - It shall not be a violation of this Agreement and it shall not be a cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a lawful primary labor dispute or refuses to go through or work behind any lawful primary picket line, including the lawful primary picket line of the Union's to this Agreement, and including lawful primary picket lines at the Employer's places of business.

Section 3 - This Article shall not apply, either against the Employer or the Union, where negotiations must be held during the life of this Agreement to negotiate wages, as set forth in the Addenda, attached hereto. Five (5) days' notice, at any time after the anniversary date set forth in an Addendum, is required on both the Employer and the Union to evoke a strike or lockout. Such strike or lockout can only pertain to the items reopened in that Addendum.

### **ARTICLE X - CONDUCT OF EMPLOYEES**

Section 1 - The Employer will not discharge or suspend any employee without just cause and shall give one (1) verbal and two (2) written warnings of the complaint against such employee, to the Union and the employee before he is discharged or suspended for a repetition of the same complaint. (Such notice shall expire after twelve [12] months if such notice is issued for a safety violation it shall also expire after twelve (12) months.) All warning letters must be given within ten (10) days of management's knowledge of the occurrence of misconduct, except in cases where the ten (10) day period shall be extended for each scheduled day the employee is not at work. Discharge or suspension 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 proven dishonesty, being under the influence or possession of narcotics or intoxicating beverages or possession or drinking the latter while on duty, failure to immediately report any accident which has resulted in personal injury or property damage, permitting unauthorized persons to ride in the Employer's vehicle, willful destruction of property of the Employer, a fellow employee or customer, proven theft, becoming involved in a motor vehicle accident while driving the Employer's vehicle as a result of negligence or recklessness, loss of driver's license, gross disobedience, proven gross negligence, fighting, threatening or assaulting co-workers, supervisors, or proven verbal abuse of customers, or proven verbal threats

against fellow employees, using the Employer's vehicle for personal use without permission, or absence for three (3) consecutive days without notifying Employer, a violation of a safety rule or policy resulting in property damage in excess of fifteen thousand dollars (\$15,000.00), or sleeping on the job absent significant extenuating circumstances (while not on break or not on meal period). The discharge notice will be given to the employee within ten (10) days of the occurrence of misconduct, except in cases where the ten (10) day period shall be extended for each scheduled day the employee is not at work.

Section 2 - An employee may request an investigation of his discharge or suspension on any warning notice and the Union shall have the right to protest any such discharge, suspension or warning notice. Any such protest shall be presented to the Employer in writing within ten (10) days, exclusive of Saturday, Sunday and holidays, after the discharge, suspension or warning notice, and if not presented within such period, the right of protest shall be waived.

Section 3 - The Employer shall give to a discharged employee a written notice of termination and at the same time, send a copy to the Local Union.

Section 4 - The parties mutually agree that Article X, Section 1 must be posted in a conspicuous place in the Employer's stations in order for it to be effective.

## ARTICLE XI - GRIEVANCE PROCEDURE

Section 1 - A grievance must be filed, in writing, within ten (10) working days of its occurrence (thirty [30] working days if due to improper pay). In the event a misunderstanding or dispute regarding the interpretation or enforcement of this Agreement occurs, it shall be submitted in the following manner:

- Step 1 - By the representative of the Union and the employee involved to the Supervisor or Branch Service Manager. An answer shall be given within three (3) days or such extended time, as may be mutually agreed.
- Step 2 - If a satisfactory settlement has not been reached in Step 1 above, then it may be taken up by the Business Representative to the District Service Manager. It shall be presented and answered, in writing, within five (5) days or such extended time, as may be mutually agreed.
- Step 3 - If a satisfactory settlement has not been reached in Step 2 above, then it may be taken up by the Business Representative and the Area Vice President or his designated representative within ten (10) days of completion of Step 2, or such extended time, as may be mutually

agreed.

Step 4 - If a satisfactory settlement has not been reached, Step 3 above, the matter shall be referred to a Board of Adjustment.

The Board of Adjustment shall consist of two (2) representatives of the Union and two (2) representatives of the Employer. Members of the Board will be persons who have not been directly involved in, or a subject of the dispute. A decision of such Board shall be final and binding on all parties. In the event that the Adjustment Board is unable to reach a decision on any such matter, the Board shall refer the matter back to the parties who may select an impartial arbitrator to hear the case. The arbitrator's decision shall be final and binding.

The parties shall select the arbitrator from a list of at least five (5) names as furnished by the Federal Mediation Service, with each side striking one (1) name in order to reduce the list to one (1) person. Each party shall have the option to select one (1) alternate panel at their own expense. The party selecting the panel shall have the first strike.

Section 2 - Warning letters that are not used as a basis for a suspension or discharge shall not be subject to review by the Board of Adjustment.

Section 3 - The Board of Adjustment, including its Chairman, as well as the Arbitrator, shall not have the power or right to add to, delete, change or modify this Agreement or any part thereof.

Section 4 - The expense of the impartial Arbitrator shall be borne equally between the Local Union and the Employer.

## **ARTICLE XII - SUPERVISORY EMPLOYEES**

It is understood that employees not covered under this Agreement shall not perform work within the jurisdiction of the Union, except in the case of an emergency or for the purposes of instruction of training or where the complement of regular employees is temporarily reduced by reason of absence, not to exceed one (1) day of any employee, due to illness or other legitimate reasons or where the work load is temporarily increased.

## ARTICLE XIII - SICK LEAVE AND BEREAVEMENT

Section 1 - All regular full-time employees with one (1) year or more seniority shall receive ten (10) days of sick leave with pay, including shift premium, on December 1 and annually thereafter, commencing with the first (1<sup>st</sup>) day of illness. Sick Leave may be used in one (1) hour increments unless any applicable statute requires something different. Unused sick leave shall be paid out in the pay period immediately following the December 1 pay period. All sick days shall be paid at the employee's current daily rate, including shift premium, in an amount not to exceed the number of days specified above or by mutual agreement between Employer and the employee as paid time off to be taken at a time mutually agreed upon.

Employees hired on or after February 1, 1986, shall be entitled to a total of seven (7) sick days payable upon the first (1<sup>st</sup>) day of illness.

Section 2 - On resignation, retirement, discharge or death, an employee or his/her estate shall collect cash payment for all unused sick leave. Such unused sick leave pay shall be prorated on the basis of the sick leave schedule provided in Section 1.

Section 3 - Any regular full-time employee with less than one (1) year seniority shall, upon their one (1) year anniversary day, become eligible for seven (7) days sick leave. If continued on the payroll as of December 1 of each calendar year of which his/her anniversary occurs, the employee shall receive payment for unused sick leave. Thereafter, the future anniversary date for the purpose of eligibility shall be as in Section 1 above.

Section 4. Hospital Leave - Each regular full-time employee with one (1) year or more seniority shall receive ten (10) days of hospital leave each year. Such hospital leave is to be used prior to the sick leave, as described in Sections 1 through 3 above. Such hospital leave is to be used only when the employee is admitted as a patient in a regularly constituted, fully equipped, licensed hospital.

The employee will be paid his regular straight time hourly rate of pay for eight (8) hours each day while confined in said hospital until he/she reaches the limits herein contained. The employee may accumulate unused hospital days for a maximum of eighteen (18) days.

Hospital leave shall be integrated with any State Accident and Sickness Disability Benefits Program.

It is the intention of the parties that the hospital leave program will provide forty-eight (48) hours of coverage in calendar year accumulative to one hundred and forty-four (144) hours over a three (3) year period.

Where a State maintains an Accident and Sickness Disability Program, the liability of the

Employer will be limited to the total hours as set forth above.

Section 5. Bereavement - A regular full-time employee with one (1) year or more seniority shall be paid for time lost at the current hourly rate, not to exceed three (3) days pay, in the event of a death in his "immediate family". "Immediate family" shall be the employee's father, mother, grandparents, children, spouse, brother, sister, stepfather, stepmother, current mother-in-law, father-in-law, stepchild, registered domestic partner (via local/state registry of domestic partnership), grandchildren and persons for whom the employee is legal guardian. Employees shall be paid for one (1) day in the event of the death of an Aunt or Uncle if they live in the same residence. Where the funeral occurs more than three hundred (300) miles out of town, such leave will be five (5) days. The Employer may require proof of death.

Section 6 - A personal leave of absence, without pay, not to exceed thirty (30) days may be granted by the Employer for a legitimate reason, provided the requirements of the operation permit. Such a leave of absence can be renewed for two (2) additional thirty (30) day periods, provided said employee secures permission from the Employer for each thirty (30) day extension, and further provided the operating efficiency of the Employer is not impeded. Seniority shall not be interrupted during such leave of absence.

Section 7 - In the event of illness or injury, an employee with seniority status will be given a leave of absence after satisfactory medical evidence has been submitted to the Employer, not to exceed six (6) months. An additional six (6) months may be granted upon submission of satisfactory medical evidence. Seniority shall not be interrupted during such leave of absence.

Section 8 - An employee with seniority status who becomes pregnant and who provides the Employer with proper notification, will be granted a maternity leave of absence, without pay, for a fixed period not to exceed six (6) months. Prior to commencing the leave of absence, the employee shall determine the period of leave by notifying the Employer of the date on which she intends to return to work. Upon presentation to the Employer of satisfactory medical evidence, such leave of absence may be extended for an additional period up to six (6) months. The leave of absence shall commence at any time upon request of the employee; however, the Employer reserves the right to require the employee to submit periodic medical certification of her ability to perform her regular duties. The employee must return to work at the conclusion of her approved leave of absence, subject to the approval of the attending physician and/or the Employer's designated physician. Seniority shall accumulate during the leave.

## **ARTICLE XIV - GENERAL PROVISIONS**

Section 1. Lead Worker/Working Foreman - Service Lead Worker/Working Foremen, where designated by the Employer, shall receive ten percent (10%) over the highest rate paid to subordinate employees, up to one dollar (\$1.00) per hour maximum. Employees

currently being paid in excess of the one dollar (\$1.00) premium will continue to receive the hourly premium currently being paid (see Addendums). The Company agrees that employees who are assigned to the Lead Worker/Working Foreman positions must actually be performing Lead responsibilities.

A Lead Worker/Working Foreman shall be selected solely by the Employer, In the event that management leaves an employee at a full service shop unsupervised, management will assign a lead worker. The duties and responsibilities of a Lead Worker/Working Foreman shall include the right to instruct employees, assign work, report violations of approved Company rules and generally direct the work force; however, they shall not have the right to hire, fire or discipline employees.

#### Section 2. Uniforms -

- a) The Employer agrees that if any employee is required to wear any kind of uniform as a condition of his/her continued employment, or when necessary, as protection to the employee because of the nature of the work performed, such uniforms shall be furnished and maintained by the Employer at no cost to the employee, providing the uniform is worn in the prescribed manner. The employee will be held responsible for these items, except for normal wear and tear.
- b) Employees wearing washable uniforms shall receive a clean uniform each work day.
- c) The Employer agrees that service and maintenance of the uniforms will be handled by a Union establishment, where possible.

Section 3. Work Equipment - The Employer agrees to furnish the following equipment to employees, if necessary, for the performance of the employee's work: Rain gear, rubber boots, rubber aprons, gloves, goggles, masks, prescription safety eyewear if an insurance claim is submitted and tools (not mechanic's tools) and protective clothing necessary for the employee's health. The above equipment shall be used or worn in the manner prescribed by the Employer, and employees will be held responsible for these items, except for normal wear and tear.

Section 4. Work Breaks - All employees shall be granted a fifteen (15) minute break during each half (½) shift. The Employer shall determine the time for the break period and shall, when possible, establish them halfway through the respective shift. Unless approved by management, break periods shall not be taken in customer service areas.

Section 5. Physical Examinations - Any Employer who requests the employee to take a physical examination must bear the cost of said examination and must compensate the employee for work time lost. New applicants required to take physical examinations before being employed will not be compensated for time, but full cost of the physical

examination must be borne by the Employer. The Employer will pay the cost of any DOT mandated physical examination.

Section 6. Responsibility - Employees shall not be responsible for damaged, lost or stolen property, except in a case of proven negligence or failure to follow the Employer's instruction.

Section 7. Compensatory Injuries -

- a) In case of compensatory injuries under the Workmen's Compensation Action, where the employee is able to continue on the job, but is required to visit a doctor or physical therapist for prescribed treatment upon doctor's orders, such employee shall be paid up to a maximum of two (2) hours at the employee's straight time hourly wage rate for each appointment without a deduction in pay, provided the employee gives the Employer advance notice of the scheduled appointment. Employees will make their best effort to schedule appointments outside the employee's working hours.
- b) Time lost shall be paid by the Employer for the first (1<sup>st</sup>) three (3) days of an industrial accident or injury, in the event compensation is not paid under the Workmen's Compensation Laws. This time loss compensation is not deductible from sick leave time, nor will it be paid if the industrial claim is denied.

Section 8. Jury Duty - The Company will provide Jury Duty with a ten (10) day limit per year. Employees called to Jury Service shall be considered day shift employees, on a Monday through Friday schedule, for the ten (10) day period.

Section 9. Employment Agency Fees - If employees are hired through an employment agency, the Employer is to pay the employment agency fee.

Section 10. Union Representatives - Accredited representatives of the Union, upon making their presence known to management, shall have access during the business hours to the premises of the Employer where members of the bargaining unit work, providing that no conferences and meetings between employees and Union representatives shall, in any way, hamper or obstruct the normal flow of work.

Section 11. Preservation of Work - In the event of an increase in the work presently performed by members of the bargaining unit, the Employer agrees that such work shall continue to be performed by members of the Local Union involved, except when necessary to provide services to a customer.

Section 12. Tool Protection for Employees - The Employer shall reimburse the employee for a major loss of required hand tools due to fire, catastrophe, or theft on the Employer's premises. A major loss is defined to include a hand tray of tools, top box of tools and/or a tool that is valued at fifty dollars (\$50.00) or more. It is not intended that this clause

shall apply to the occasional loss of a single tool or small combination of tools due to petty pilferage and/or carelessness or forgetfulness on the part of the employee. Power tools furnished by employees are covered.

Claims will be honored only for tools which have been listed on an appropriate inventory form filed with the Employer. It shall be the responsibility of the Service Manager and/or other representative of the Employer to examine and approve all inventories submitted by the employees, and except for impact wrenches, employees may be required to remove from the premises of the Employer any special tools and/or tools that the Employer deems to be in excess of the requirements of the employment.

Reimbursement in any case of loss shall be premised upon replacement value, and it is understood and agreed that any and all tools listed on any inventory list, which is approved by the Employer, shall be covered.

Section 13. Hikers and Shuttlers - Hikers and Shuttlers are not to perform Garage Attendant Work.

Section 14. Health and Safety - The Company will comply with all laws, State and Federal, regarding the health and safety of its employees.

Section 15. Moonlighting - It is agreed between the Employer and the Union that no employee will work for another competitor or go into business for himself where such business is in direct competition with the Employer.

Section 16. Training - The Company will provide training by seniority, consistent with efficient operations, to those employees interested and in need, which will enhance promotional opportunities.

Section 17. Wage Diversion - It is understood and agreed that any Local Union party to one of these agreements may, by proper and timely notice to the Employer (certifying a majority vote of the membership), divert up to twenty-five cents (25¢) of a specified, upcoming contractual wage increase to an hourly pension contribution to the Western Conference of Teamsters Pension Fund. If such a diversion is made, it will be in lieu of the wage increase and shall commence the first (1<sup>st</sup>) of the month following such diverted wage increase, provided that sufficient advance notice is given to make it administratively feasible to do so. Such a diversion shall only be applicable to all the employees covered by the specific agreement between that Local and the affected Employer.

Section 18. CDL Premium - An employee that holds a valid Class A or Class B interstate CDL and a Medical Examiner Certificate ("MEC"), shall receive two dollars (\$2.00) per hour in addition to their hourly wage rate. The Employer shall determine if a CDL is required based on operational needs when staffing open positions and or awarding shift assignments. A Medical Examiner Certificate ("MEC") is required under FMCSA regulations, every CDL holder must self-certify with their State Driver Licensing Agency.

Based upon job duties, off-site technicians, and mobile technicians may be required to have an interstate CDL and MEC.

Section 19. Definitions – It is agreed anywhere the term day(s) appear in this Agreement, it shall be defined to mean any day other than Saturday, Sunday, and Holidays recognized under the Agreement.

Section 20. Part-time Employees - The employer may utilize part-time CSR II's on a non-health benefitted basis, with a pro-rata Personal Time off (PTO) package equal to one-half of the normal entitlement for full-time employees and entry level pension contributions as defined in Article VIII – Pension, Section 2. A maximum of one (1) part-time CSR II shall be allowed per location, with the understanding that if in a given location a part-time CSR II is not utilized, that number(s) may be added to the aggregated part-time CSR total in that district to be used at another location. In no case will a location have more than two (2) part-timers. There shall be a twenty-four (24) hour limit on work performed per week for any part-time CSR II. [In a lay-off situation, part-time CSR II's shall be laid off prior to any fully time CSR II's. It is agreed by the parties that it is not the intent of this provision to replace full time associates with part time associates.] The parties agree to discuss the topic of adding the CSR I classification to the part time language in this Section should there be a mutual desire to do so, on agreeable terms and conditions.

## **ARTICLE XV - LEGAL REQUIREMENTS**

Section 1. Legislation - If in any State where this contract is executed, any provision of this Agreement is or becomes invalid, under any Court ruling or Federal or State Law ruling or regulation, then such provision shall be modified to comply with its requirements or shall be re-negotiated for the purpose of adequate replacement, if possible and legal. If such negotiations shall not result in mutually satisfactory agreement within sixty (60) days, either party shall be permitted all legal or economic resource only on the item in re-negotiation.

Section 2 - Nothing contained in this Agreement shall be construed so as to require the Employer to violate any applicable law.

## **ARTICLE XVI - ADDENDA**

Section 1 - Wage rates, job classifications and modifications for the employees covered by this Agreement have been established by negotiations between representatives of the Employer and the Union and are set out in the separate Addenda, attached hereto and forming a part of this Agreement as if set out in full herein.

## **ARTICLE XVII - FAMILY AND MEDICAL LEAVE ACT**

Section 1 - The Company agrees to comply with the Federal Family and Medical Leave Act of 1993 and the appropriate State Laws which provide for:

All employees shall be entitled up to a maximum of twelve (12) weeks of unpaid leave during any twelve (12) month period for the following reasons:

1. The birth of a child;
2. The adoption, or placement for foster care of a child;
3. To care for a spouse, child, or parent of the employee due to a serious health condition; or
4. A serious health condition of the employee.

The employee's seniority rights shall continue as if the employee had not taken leave under this Section, and the Employer will maintain health insurance coverage during the period of the leave.

The Employer may not require the employee to substitute accrued paid vacation, or other paid-for leave, for part of the twelve (12) week leave period, except for the employee's own serious health condition.

The employee is required to provide the Employer with at least thirty (30) days advance notice before FMLA Leave begins if the need for leave is foreseeable. If the leave is not foreseeable, the employee is required to give notice as soon as practicable. The Employer has the right to require medical certification of a need for leave under this Act. In addition, the Employer has the right to require a second (2<sup>nd</sup>) opinion at the Employer's expense.

The provisions of this Section are in response to the Federal Act and shall not supersede any State or Local Law which provides for greater employee rights.

## **ARTICLE XVIII - LABOR MANAGEMENT COMMUNICATION COMMITTEE**

Section 1 - A parties agree to establish a Labor Management Communication Committee to provide a forum for continuing communication and cooperation between the parties with the goal of promoting constructive labor-management relations. The Committee(s) will meet, discuss and exchange information of a group and general interest of both parties with the mutual desire to support the best interests of employees and the continuing health of the Company's business.

Section 2 - The Employer and the Union will be responsible for the selection of their own representatives. The Union committee will be comprised of Business Representatives and Shop Stewards. All committee meetings will be scheduled on mutually acceptable

dates and times. The Union will provide the Employer the names of their committee members at least ten (10) calendar days in advance of a meeting in order to facilitate the release of employees.

Section 3. - The Employer will release employee representatives to attend committee meetings. Employees attending committee meetings during their work time will have no loss of pay. Attendance at meetings during the employee's non-work time will not be compensated for or considered time worked.

**ARTICLE XIX - TERM OF AGREEMENT**

Section 1 - It is agreed and understood that the above-written provisions are binding upon the Employer and the Union, unless otherwise modified in one (1) of the attached Addenda, in which event the provision of the Addenda will take precedence.

Section 2 - It is further agreed that the Addenda, attached to this Agreement, shall continue in effect unless there is an Addendum reopener; in which event, either party will notify the other party on sixty (60) days' written notice prior to October 1<sup>st</sup> of any subsequent year.

This Agreement shall be effective October 1, 2022 and remain in full force and effect until October 1, 2027 subject to the Addenda, attached hereto, and shall be considered as renewed from year to year thereafter, unless either party hereto shall have written notice to the other of their desire to amend same and such notice must be given at least sixty (60) days prior to October 1, 2027, during which time changes, if any, shall be negotiated.

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

**THE SIGNATORY WESTERN REGIONAL  
AUTOMOTIVE LOCAL UNIONS**

DocuSigned by:  
By: DAVID LEREW  
David Lerew  
Vice President, Labor Relations

DocuSigned by:  
By: D. Castellanos  
Damascus Castellanos  
International Brotherhood of Teamsters

Date: 2/8/2023

Date: 2/8/2023

## APPENDIX "A"

### Job Descriptions

A. Customer Service I (Technician III)

Job duties shall be to check all fluid levels, tire pressure, fueling, washing, hanging oil and filters, transmission service, inspection of equipment for tire wear, U-Joints, brake wear, tire rod wear, remove and replace batteries, remove and replace lights and other non-mechanical service, as directed.

B. Customer Service II

Shall perform fueling and washing, and shall not perform any mechanical, maintenance, lubrication or tire work.

C. Technician I

Technicians must have sound experience in the truck mechanic trade and completion of four (4) years of truck mechanic apprenticeship program or equivalent.

D. Technician II

Technicians are experienced truck technicians. Skills include ability to perform repair assignments, with assistance and instruction on specialized or detailed work. Individuals should be able to perform all parts of preventative maintenance inspections, including follow-up work with supervision. This individual will be capable of removal of and replacement of components.

E. It is the intention of the Company to promote qualified individuals to vacancies from within the present classifications prior to hiring from outside of the bargaining unit.

## APPENDIX "B"

### CONTROLLED SUBSTANCE/ALCOHOL POLICY

- I. **Procedure for an employee requesting assistance prior to being selected for a random controlled substance or alcohol test.**
  - A. If an employee requests assistance in seeking treatment for a substance problem prior to being selected for a random test, in order to ensure the safety of the employee's coworkers and the public, the Employer will:
    1. Immediately suspend the employee from working.
    2. Refer the employee to an Employee Assistance Program (EAP) for assistance.
  - B. Employees who successfully complete an EAP recommended program are eligible to again take a controlled substance and alcohol test as follows:
    1. An employee who returns to work after a suspension for violating this controlled substance and alcohol testing policy will be required to take and pass a controlled substance and/or an alcohol test as part of any agreement to return to duty. An employee who fails to pass this test will be discharged.
    2. An employee who returns to work after a suspension for violating the Employer's Controlled Substance and Alcohol Testing Policy and successfully passes a Return to Duty test will be required to continue in an aftercare program monitored by the Employer. Such employee will be subject to follow-up-controlled substance and/or alcohol testing for a minimum of twelve (12) months as required by the Department of Transportation (DOT) or a longer period if so determined by the EAP. The follow-up testing will consist of at least six (6) unannounced controlled substance and/or alcohol tests during the first twelve (12) months following the employee's return to duty.
    3. Prior to returning to work, the employee will be required to attend a return-to-work meeting with his/her department manager and a Union representative to discuss and agree to the conditions for the employee's continued employment.

- C. After returning to work, the employee must continue in an EAP monitored aftercare program and be subject to follow-up testing as set forth above.
- D. Employees who refuse or fail to complete all requirements of an EAP recommended program will be deemed "not qualified" to perform their job and will be discharged.
- E. Employees who return to work under this section who test positive, at any time thereafter, for a controlled substance and/or alcohol will be immediately discharged.
- F. Any refusal or failure by an employee to take any test required under this policy will result in an immediate discharge.

**APPENDIX "C"**

**TEAMSTERS – NATIONAL  
401(k) SAVINGS PLAN**

The Employer hereby agrees to participate in the Teamsters-National 401(k) Savings Plan (the "Plan") on behalf of all employees represented for the purposes of collective bargaining under this agreement.

The Employer will make or cause to be made payroll deductions from participating employees' wages, in accordance with each employee's salary deferral election subject to compliance with ERISA and relevant tax code provisions. The Employer will forward withheld sum to State Street Bank or its successor at such time, in such form and manner as required pursuant to the Plan and Declaration of Trust (the "Trust").

The Employer will execute a Participation Agreement with Local(s) \_\_\_\_\_ and the Trustees of the Plan evidencing employer participation in the Plan effective prior to any employee deferral received by the Plan.

In addition, the Employer agrees to require the payroll system to provide separate paycheck deductions so the Plan may allow participant loans. The Employer further agrees, at such times as it is administratively feasible, to require the payroll system to provide separate paycheck deductions so that the Plan may allow after-tax contributions.

**APPENDIX "D"**

**TEAMSTERS – NATIONAL  
D.R.I.V.E. PROGRAM**

The Employer agrees to deduct from the paycheck of all employees who submit authorization cards and are covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to:

D.R.I.V.E.  
International Brotherhood of Teamsters  
25 Louisiana Avenue, NW  
Washington, DC 20001

The Employer will send on a monthly basis, one check for 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 paycheck. No such authorization shall be recognized if in violation of state and federal law. No deductions shall be made which is prohibited by applicable law.

ADDENDUM

PENSKE TRUCK LEASING CO., L.P.

October 1, 2022 to October 1, 2027

Local No. 481, San Diego County locations, California

**WAGES**

<u>Classification</u>	<u>10/1/22*</u>	<u>10/1/23</u>	<u>10/1/24**</u>	<u>10/1/25**</u>	<u>10/1/26**</u>
Technician I	\$42.21	\$43.49	\$44.30	\$45.40	\$46.54
Technician II	\$35.84	\$36.93	\$37.54	\$38.44	\$39.37
Technician III	\$34.68	\$35.72	\$36.30	\$37.17	\$38.06
Customer Service	\$25.40	\$26.17	\$26.46	\$27.03	\$27.62
Box Tech	\$30.75	\$31.68	\$32.14	\$32.87	\$33.64

\* Rate increases retro to Monday following 9/18/22 ratification

\*\*Per LOU ratified by membership 11/17/2024

Lead Worker/Working Foreman – one dollar (\$1.00)/hr. additional

Refrigeration Work – 608 Certified Employees with established proficiency assigned to perform refrigeration maintenance and repair shall receive a premium of eighty cents (\$0.80) per hour in addition to their hourly wage rate as provided for under the Penske Western Region Master Agreement, Article IV, Section 5.

**SHIFT PREMIUM**

- a) An Employee who clocks in and works a shift that is regularly scheduled to start their assigned workday at or after 11:00 a.m. shall receive a 2<sup>nd</sup> shift incentive totaling (\$2.00) two dollars per hour for all hours worked during such shift in addition to their hourly wage rate.
- b) An Employee who clocks in and works a shift that is regularly scheduled to start their assigned workday at or after 9:00 p.m. shall receive a 3<sup>rd</sup> shift incentive totaling (\$3.00) three dollars per hour for all hours worked during such shift in addition to their hourly wage rate.

**HEALTH AND WELFARE**

Section 1 – The Company agrees to provide Health and Welfare benefits per the applicable Local Union Addendum on behalf of each eligible employee, and all health and welfare benefit plans and possible caps, if any, shall be defined within the Local Union Addendums. It is agreed that employees hired after January 1, 2013 shall pay the following weekly

employee contribution amounts for Penske Aetna "Open Access Premier Plan" medical coverage for the term of this Agreement:

Single: \$30.00 per week

Employee plus one: \$55.00 per week

Family: \$80.00 per week

The parties agree that for the term of the Agreement, the Health and Welfare Plan design currently in effect, as well as the above listed contribution rates shall be maintained as frozen.

### **VACATIONS**

Vacation lists shall be posted for shop seniority selection by classification annually on December 1<sup>st</sup> of each year and closed on December 20<sup>th</sup>, to be effective for the calendar year starting January 1<sup>st</sup>.

The Company agrees that insofar as possible in maintaining operational efficiency to allow as many employees as possible in each job classification to select vacations during the prime vacation period.

Employees shall be permitted to break up one (1) week of vacation into single days.

### **JOB BIDDING**

Section 1. In the event of a job opening or shift, the job opening or shift shall be posted for bid from employees within the classification by seniority at the location. Each bid shall be posted for seventy-two hours, and then closed. Job openings shall specify what shift the opening is for as well if the opening is offsite/captive location.

Section 2. The opening created by the successful bidder, outlined in Section 1 above, shall be posted for bid to employees by Company seniority at the same location, if qualified. The 12-month rule does not apply to promotions within the same location.

Section 3. Prior to hiring from the outside to fill the vacancy created by Section 2, the Company will offer the opening to qualified employees by seniority, working under the jurisdiction of the Local Union. Employees must have twelve (12) months seniority and twelve (12) months in any new bid location in order to bid on outside vacancy unless mutually agreed to between the Company and the Union. The opening shall be posted and the successful bidder, if any, shall be assigned a new classification/location seniority date for all bidding purposes, effective as of the date of transfer to the new location. The opening created by this transfer will then be filled by external hire.

Section 4. Employees absent from work for any reason must notify the Employer in writing of their desire to bid on any job or shift opening, as outlined in the bidding procedure above that may occur during their absence.

Section 5. All job openings shall be posted for bid within twenty-four (24) hours of the decision to fill the opening and be assigned to the successful bidder within thirty (30) days

after the bid is awarded. The Company will meet with each employee who bid to provide notice of the results of the bid.

Section 6. There shall be an annual shift bid each year within the location.

### **LAY-OFF**

Employees shall be laid off by inverted shop classification seniority at the affected location.

The employee being laid off shall be entitled to displace the least senior employee within the job classification within the locations covered by the Addendum.

An employee whose seniority does not allow him/her the ability to displace a junior employee at a location covered by the Addendum has another option:

1. Exercised their seniority in a lower classification provided he/she is qualified to perform the work, at the location the layoff occurred.

Employees shall continue to maintain seniority rights to their previous position for a period of time not to exceed 12 months and should be given an opportunity to be recalled to their previous position should an opening occur within the allotted time period. Any employee not recalled to their previous position within the allotted time period shall cease to maintain seniority rights for that particular position.

Employees who voluntarily bid or transfer into a new or different facility shall establish a new shop seniority at that location with the exception of employees bidding into a newly established facility within the first thirty (30) calendar days of operation or employees who are forced to relocate shall be permitted to carry their existing shop seniority with them.

### **TRAINING**

When special training is being conducted on an employee's scheduled day off and the employee is required to attend, he/she shall receive his/her regular rate of pay for all hours in attendance. The Company and the Union will jointly explore the training options to establish an apprentice mechanic's training program.

Employees will travel to training in their personal vehicles and if the training location is different than an associate's normal bid location the employee will be reimbursed the difference in mileage from the bid location to the training location at the prevailing Company rate upon completion of an approved expense report.

Employees will punch in and out at the training location and will be paid for time spent in training, or eight (8) hours, whichever is greater. Employees will punch in and out at the training location and will be paid for all time spent in training. Upon the conclusion of such training the employee will return to her/his normal bid location to complete their assigned shift unless released by supervision. The Employer will provide Personal Protective Equipment (PPE) during all training.

## **SHOP STEWARDS**

Section 1. The Company recognizes the right of the Union to designate one (1) Shop Steward and one (1) alternate per location. The Union shall notify the Employer in writing of the names of such persons.

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.

- a) The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.
- b) 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:
  - 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. Shop Stewards and alternates have no authority to take strike action, or any other action interrupting the Employers business except as authorized by official action of the Union.

Section 4. The Employer recognizes these limitations upon the authority of Shop Stewards and their alternates and shall not hold the Union liable for any unauthorized action, slowdown or work stoppage in violation of this agreement.

Section 5. Shop Stewards shall be permitted to investigate, present and process grievances during their regular working hours without loss of pay provided they receive approval in advance from his/her supervisor.

Section 6. Shop Stewards will have access to all discipline for his/her location.

## **PENSION**

Effective October 1, 2022, due to the employees electing to divert an additional twenty-five cents (\$0.25) per hour per year, from wages to the pension, the hourly pension contribution rate for all employees covered by this Addendum shall supercede the contributions as defined in Article VIII of the Penske Western Region Master Agreement.

<u>EFFECTIVE</u>	<u>BASE</u>	<u>PEER</u>	<u>TOTAL</u>
10.01.22	4.285	0.28	4.565
10.01.23	4.615	0.30	4.915
10.01.24	4.945	0.32	5.265
10.01.25	5.275	0.34	5.615
10.01.26	5.605	0.36	5.965

GENERAL

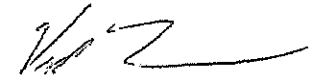
1. Employees shall be entitled to waive any second (2<sup>nd</sup>) meal period when working more than eight (8) hours in a shift.
2. The Company shall comply with all applicable state or local laws and ordinances in regard to sick leave and the use of sick leave days.

PENSKE TRUCK LEASING CO., L.P.

INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS, ON BEHALF OF ITS' LOCAL  
UNIONS AS LISTED IN THE PREAMBLE  
TO THIS AGREEMENT




---




---

David S. Lerew  
Vice President, Labor Relations

Victor Torres  
International Brotherhood of Teamsters

DATE: 9/28/22

DATE: 10/5/22

# NOTICE TO ALL MEMBERS

IF YOU ARE ON DUES CHECK-OFF WITH YOUR COMPANY, AND DUES ARE NOT DEDUCTED DUE TO YOUR NOT HAVING ENOUGH EARNINGS, IT IS YOUR RESPONSIBILITY TO KEEP YOUR DUES CURRENT IN ORDER TO MAINTAIN GOOD STANDING IN THE LOCAL UNION.

IF YOU BECOME UNEMPLOYED IN THE JURISDICTION OF THE LOCAL UNION, YOU WILL BE ISSUED A WITHDRAWAL CARD UPON REQUEST PROVIDING ALL DUES AND OTHER FINANCIAL OBLIGATIONS ARE PAID TO THE LOCAL UNION, INCLUDING THE DUES FOR THE MONTH IN WHICH THE WITHDRAWAL CARD IS EFFECTIVE.

FOR THIS AND OTHER BUSINESS MATTERS, IT IS IMPERATIVE THAT YOU KEEP YOUR MAILING ADDRESS ON FILE WITH THE LOCAL UP-TO-DATE.

FRATERNALLY,

VICTOR D. TORRES, SECRETARY-TREASURER

Teamsters Local 481

2840 Adams Ave., Suite 202

San Diego, CA 92116

(619) 282-2187

[www.teamsters481.org](http://www.teamsters481.org)

*"Printed In-House with Union Labor"*

02/23