

## 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

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"Printed In-House with Union Labor"

05/25

## AGREEMENT BETWEEN TEAMSTERS UNION LOCAL 481



And

PARKHOUSE TIRE, INC.

February 1, 2025—January 31, 2028

AGREEMENT  
BETWEEN  
TEAMSTERS UNION LOCAL 481  
AND  
PARKHOUSE TIRE, INC.

EFFECTIVE FEBRUARY 1, 2025 TO JANUARY 31, 2028

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## TIRE AGREEMENT

This Agreement made and entered into by and between Parkhouse Tire, Inc. at the locations specified in Attachment "A" and any other locations in San Diego County California; hereinafter known as the "Employer" or "Company" and Automotive and Allied Industries Employees of San Diego County, Teamsters Local 481; hereinafter known as the "Union".

## ARTICLE 1 - UNION RECOGNITION

The Employer hereby recognizes the Union as the exclusive bargaining agent for the employees at the above stated locations, in the classifications provided in Article 11 and Article 28 excluding office clerical employees, guards, professional employees, sales employees and supervisors as defined in the Act.

## ARTICLE 2 - UNION MEMBERSHIP

### Section 1

It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members on the effective date of this Agreement shall, on the thirty-first (31st) day following the effective date of this Agreement, become and thereafter remain in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirty-first (31st) day following the beginning of such employment, become and thereafter remain members in good standing in the Union.

### Section 2 - Check-Off

The Employer at the request of the Union is to deduct from the wages of employee, membership dues (and initiation fees) of the Union, and promptly transmit such funds to the Union, provided, that the Employer has received from each employee, on whose account such deductions are made, a written assignment which shall not 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 3 - Indemnification**

The Union hereby indemnifies and defends the Employer and holds it harmless against any and all suits, claims, demands and liabilities that may arise out of, or by reason of, any action that shall be taken by the Employer for the purpose of complying with the foregoing provisions of Section 1 and 2.

### **Section 4 - Successors and Assignees**

In the event of a bona fide sale or a transfer of Employer's business covered by this Agreement during the period hereof, the new owner or transferee shall be notified of the obligations of this Agreement by the Owner, signatory to this contract.

### **Section 5 - Non-Compliance**

The Union agrees that notice shall be given in writing to the Employer and employee at least seventy-two (72) hours before any employee is to be removed from their employment by reason of their failure to maintain membership in good standing in the Union.

Employees who do not comply with the provision of the ARTICLE shall be discharged by the Employer after the Union shows proof to the employer that they have sent a letter, return receipt requested, to the employee informing the employee as follows:

1. The exact amount due;
2. How the amount was calculated;
3. An exact date that the money must be paid.

### **Section 6 - In Good Standing**

Membership in good standing means only the timely tender by the employees of uniform initiation fees and periodic dues as may be lawfully required and that compliance with the financial obligations shall constitute compliance with the Union security requirements of the Collective Bargaining Agreement.

## **ARTICLE 3 - HIRING OF EMPLOYEES**

### **Section 1**

The Employer agrees that when additional help is being employed it will notify the office of the Union so that the Union may send for consideration, persons having qualifications for the job or jobs to be filled, provided that failure of the Employer to employ such applicants shall not be made subject of a grievance under this Agreement.

### **Section 2**

The Employer shall be the sole judge of the qualifications and competency of an employee.

### **Section 3**

Upon hiring an employee covered by this Agreement the Employer shall within seven (7) calendar days notify the Union in writing, giving the employee's name, address and location of employment.

## **ARTICLE 4 - MAINTENANCE OF BENEFITS**

No employee who, prior to the effective date of this Agreement, was receiving more than the basic hourly wage rate designated in Article 11 or Article 28 for the classification of work to which said employee was assigned, shall suffer a reduction in said basic hourly wage rate through the operation of this Agreement.

## **ARTICLE 5 - NON-DISCRIMINATION**

It is mutually agreed by the Employer and the Union to fully comply with all the provision of Title VII of the Civil Rights Act of 1964, Presidential Executive Order Number 10925, 11114 and 11246, the California Fair Employment and Housing Act, and the Americans with Disabilities Act ("ADA") and all rules, regulations and technical assistance manuals regarding the above laws to end that no person shall, on the grounds of sex, race, color, age, national origin, disability or any other protected category, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination, including but not limited to, not having full access to the contents of this Agreement.

## **ARTICLE 6 - MANAGEMENT RIGHTS**

It is expressly agreed that all rights which are ordinarily vested in and exercised by Employers, except those which are clearly and specifically relinquished herein by the Employer, shall continue to vest exclusively in and be exercised exclusively by the Employer.

## **ARTICLE 7 - WORK WEEK AND HOURS**

### **Section 1**

The work week shall be Sunday through Saturday. The regular workday shall be eight (8) hours within nine (9) consecutive hours including a maximum of a one-hour (60 minute) unpaid lunch period and two (2) paid ten (10) minute rest breaks.

### **Section 2**

A full-time employee who performs work for the Employer, in any given work week shall be guaranteed a work week of at least forty (40) hours.

The work schedule of an employee shall be determined by the Employer provided that twenty-four (24) hours' notice or a posted weekly work schedule be furnished by the Employer.

Nothing contained in this Agreement shall preclude the working of overtime when expressly approved by the Employer.

### **Section 3**

The Employer will not be required to make any wage payments to employees in the case of a general emergency shutdown, such as fire, flood, power failure, failure of utilities, inclement weather, public health emergency or other conditions beyond the control of the Employer, or lack of work, and the guarantees set forth in this Agreement shall not apply.

### **Section 4**

When a five-day work week is scheduled, hours worked in excess of eight (8) straight time hours in anyone (1) day shall be paid for at the rate of one and one-half (1 1/2) times the employee's current straight time hourly rate. Hours worked

for at the rate of one and one-half (1 1/2) times the employee's current straight time hourly rate. Overtime hours paid for on a daily basis shall not be included in the calculation for paying overtime on a weekly basis.

When a four-day work week is scheduled by mutual agreement, hours worked in excess of ten (10) straight time hours in any (1) day shall be paid for at the rate of one and one-half (1 1/2) times the employee's current straight time hourly rate. Hours worked in excess of forty (40) straight time hours in any one (1) pay period week shall be paid for at the rate of one and one-half (1 1/2) times the employee's current straight time hourly rate. Overtime hours paid for on a daily basis shall not be included in the calculation for paying overtime on a weekly basis.

### **Section 5**

When Sunday is a regularly scheduled workday, if the employee so requests, the employee will be given two consecutive days off that week or the following week at the Employer's option.

### **Section 6**

Hours worked on holidays shall be paid for at the rate of two and one-half (2 1/2) the employee's current straight time hourly rate. The wage payment for each holiday on which no work is performed shall be eight (8) hours at the employee's current straight time hourly rate.

### **Section 7**

Nothing herein contained shall be construed as requiring a duplication or a pyramiding of holiday or weekly overtime payments involving the same hours of labor.

### **Section 8**

Employees called back to work at least one (1) hour after the expiration of said employee's shift shall be guaranteed a minimum of two hours pay per callback. Employees shall be paid double their regular rate of pay for all hours worked for callbacks between 11 p.m. and 5 a.m.

### **Section 9**

The Employer will, within the limitations imposed by the work to be done and the employee's qualifications, except as provided in Section 10 of Article 8, offer time in excess of the scheduled workday within each classification of daily and/or

premium pay, as it occurs among its immediately available employees beginning at the top of the seniority list in the appropriate classification.

If no employee or an insufficient number of employees are available or willing to do the work required after being offered to all members of the seniority list, overtime work then may be assigned and becomes a requirement for employees, beginning from the bottom of the seniority list until a sufficient number of qualified employees have been selected to complete the work required, the performance of which is subject to other provisions of this contract.

Employees accepting or assigned scheduled overtime work and who fail to work overtime or report shall be considered absent and unexcused and/or insubordinate and subject to disciplinary provisions unless they can substantiate that their absence was justifiable and reasonable.

#### **Section 10**

Hours compensated for, but not worked, as a result of a holiday falling on any of the first five days of the work week, shall be credited as time worked in computing weekly overtime payment subject to the other provisions of Article 9.

#### **Section 11 – On Call Duty**

Management shall establish a list from among qualified employees who shall then be assigned to cover on-call duty (after-hours assignments). Should the number of employees be insufficient to provide such coverage, the Employer reserves the right to assign any qualified employee as determined in the sole discretion of management to work after-hours assignments with inverse seniority utilized for guidance only. Employees so assigned shall be given specific time schedules they are available to be rotated on a weekly basis.

#### **Section 12**

Unless otherwise agreed to between the employee and the Employer, employees shall be granted a minimum of ten (10) hours off between regular shift times with no loss of weekly work hours.

### **ARTICLE 8 - SENIORITY**

#### **Section 1**

Employees will be hired on a ninety (90) calendar days probationary trial basis and if retained on the payroll after the probationary period, they shall be placed on the seniority list and service then shall date from the date of hire. During the probationary period the Employer shall be free to release or discharge an employee and neither the Union nor the employee shall have recourse to the provisions of Article 15 of this Agreement.

Further, to be eligible for permanent hire an employee must be able to qualify and be eligible for a fidelity bond from the Employer's bonding agent; must satisfactorily pass a reference check and if required by the Employer must pass a physical examination given by a doctor designated by the Employer. Employees hired to work in the tire stores must have a valid California Driver's License.

The cost of bonding, the reference check and the physical examination shall be paid by the Employer. Failure to meet any of the above-mentioned requirements will result in immediate discharge of the employee without recourse to the provisions of Article 14 of this Agreement notwithstanding the provisions of Article 2 of this Agreement.

#### **Section 2**

Seniority is defined to be an employee's continuous service from said employee's most recent date of hire with the Employer.

#### **Section 3**

Any rights granted an employee by this Article 8 shall be confined solely to the boundaries of the employee's classification and to the store location in which the employee is employed.

#### **Section 4**

In cases where reduction of work force is necessary, the employee with the least seniority shall be laid off by classification, provided those employees retained are qualified to perform the work to be done. In cases of recall, the laid-off employee with the longest seniority will be recalled by classification, provided the employee so recalled is qualified to do the work required.

In case of transfers between classifications the employee with the greater seniority will be moved provided that the factors of skill, knowledge and ability to perform the required task are relatively equal.

#### **Section 5**

In the event of a reduction of work force by reason of a change in the method of operation, severance pay and/or retraining shall be negotiable. In the event the parties cannot agree the matter shall be subject to mediation.

#### **Section 6**

An employee who is laid off as of a given date, in a given classification, in a given store location, must accept a position which is open as of the effective date of the layoff, in the employee's classification in any of the other store locations covered by this Agreement. In the event there is more than one open position as described above, the employee shall have the choice of which open position said employee shall accept. Acceptance of an open position shall terminate an employee's right to recall, under the provisions of Article 8, Section 4, to the store location from which said employee was laid off.

#### **Section 7**

Notice of recall to laid-off employees shall be sent by certified mail, to the employee's address listed with the Employer. The employee shall have seven (7) calendar days after the date of notice of recall in which to report for work. Failure to comply with this Section shall result in the employee having his seniority terminated.

#### **Section 8**

Any employee that is laid-off shall furnish, at the time of layoff and maintain during the period of layoff, a correct address with the Employer.

#### **Section 9**

An employee's seniority shall be terminated for the following reasons:

- (a) Resignation
- (b) Discharge for just cause or permanent release
- (c) Layoff in excess of twelve (12) months
- (d) Failure to report for work following recall from layoff under the provisions of this Article 8

- (e) Failure to accept an open position under the provisions of this Article 8
- (f) Non-compliance with Article 16 of this Agreement
- (g) Absence due to non-work injury or illness for a period of nine (9) months.

#### **Section 10**

The Employer will not be obligated to rehire or assign an employee who returns to work from a leave of absence, illness, accident or military duty who cannot meet the Employer's physical standard.

#### **Section 11**

It is agreed that the taking a physical inventories and inventory control function remains a management control function process. Any overtime worked by a store employee designated by supervision in assisting supervision on functions specified in this Section will not be subject to distribution of overtime.

#### **Section 12**

The Employer will observe shift preference according to seniority and so far as practicable, will observe seniority in the assignment of vacation periods. Assignments of shift preference and the assignment of vacation periods by seniority shall not be permitted to interfere with the efficiency of operation.

#### **Section 13**

An annual list of employees covered by this Agreement in the order of their seniority in each department shall be posted in a conspicuous place at the place of employment. Such lists shall be kept current and copies shall be made available to the union upon request. However, up to thirty (30) calendar days after the posting, an employee who believes there is a controversy of this seniority standing on such list shall submit his complaint through the Grievance Procedure. If no controversy exists after thirty (30) calendar days of the posting of the seniority, the list shall be deemed established.

#### **Section 14 – Bidding for Vacancies**

For a period of one week, employees may bid for a new or vacant bargaining unit position that is posted by the Employer. Bidding employees who work at the same location where the vacancy exists shall be considered for the position by

the Employer first, before any other employee may be considered. Where skill and ability are relatively equal amongst candidates as determined in the sole discretion of the Employer, seniority shall apply to their hiring process. In the event the Employer determines that there are no bargaining unit applicants suitably qualified for the position, the new or vacant position may be filled by outside applicants.

## ARTICLE 9 - HOLIDAYS

### Section 1

The following days shall be observed as holidays and shall be granted with pay providing no work is performed on said days:

Labor Day	New Year's Day
Thanksgiving Day	Memorial Day
1/2 Day Christmas Eve Day	Independence Day
Christmas Day	Two (2) Floating Holidays

The wage payment for each of the above-mentioned holidays on which no work is performed shall be eight (8) hours at the employee's current straight time hourly rate.

### Section 2

In order to be eligible for holiday pay when no work is performed, an employee must work their regular scheduled work shift immediately prior to, and their regular scheduled work shift immediately following the holiday.

### Section 3

When any of the approved holidays fall on Sunday, Monday will be considered as the holiday. When any of the approved holidays fall on Saturday, the Employer may, at its option, either grant an extra day's pay at straight time rate or consider the preceding Friday as the holiday, and wage payments will be handled accordingly. The Employer shall notify employees one (1) week in advance which Saturday holiday option it plans to exercise.

### Section 4

In the event any of the holidays are changed as to the day or date of celebration, the Union and the Employer will promptly meet to discuss the situation. There shall be no changes in the number of such holidays provided in Section 1 of this Article 9.

### Section 5

On each employee's anniversary date of hire, said employee shall receive a bonus check equal to sixteen (16) straight time hours. The check will be given to the employee on the next payroll period following said employee's anniversary date. This section shall only apply to employees hired on or before July 31, 1996.

### Section 6

Unused Floating Holidays may be used as sick leave once an employee's accrued sick leave has been exhausted. Unused Floating Holidays shall not be paid out to the employee or roll over to the following year.

### Section 7

An employee must request in writing a Floating Holiday at least fourteen (14) days in advance. To take a Floating Holiday, the employee must have the Employer's approval which shall not be unduly withheld. Seniority shall apply if more than one (1) employee requests the same day off. Final approval when granted shall be given by the Employer no less than ten (10) days prior to the requested day for the Floating Holiday.

## ARTICLE 10 - VACATIONS

### Section 1

Employees working full-time shall accrue paid vacation benefits in accordance with the following accrual table:

<u>YEARS OF SERVICE</u>	<u>VACATION WEEKS ACCRUED ANNUALLY</u>
1	1 (5 days-40 hours)
2-4	2 (10 days-80 hours)
5-14	3 (15 days-120 hours)
15-19	4 (20 days-160 hours)
20	5 (25 days-200 hours)

### Section 2

Vacation pay shall be the number of equivalent straight time hours in the employee's guaranteed work week of 40 hours payable at the employee's current straight time hourly rate for each week of vacation taken.

### Section 3

Any employee on vacation during a week in which one of the holidays set forth in Article 9 occurs shall be compensated with an extra day's pay or an additional day off with pay, whichever is mutually agreed between the employee and the Employer. Wage payment for either the extra day's pay or the additional day off with pay shall be based on eight (8) hours at the employee's current straight time hourly rate.

### Section 4

Vacations cannot be postponed and allowed to accumulate from year to year but must be completed each year. Preference of vacation period shall be granted to senior employees. Each year an employee may take up to one week of accrued vacation in increments of less than one week upon the express approval of management. Management's approval shall be in its sole discretion but shall not be unreasonably withheld.

management. Management's approval shall be in its sole discretion but shall not be unreasonably withheld.

### Section 5

Employees shall commence accruing vacation hours on the first day of service with the Employer. Each month a full-time employee shall accrue 1/12 of his or her annual vacation leave.

### Section 6

Vacations of two different years cannot be taken together or concurrently.

### Section 7

Employees shall submit by January 31st of each year a request to the Employer designating the requested vacation dates for each employee. Approved vacation schedules may not be changed without approval of the Employer.

### Section 8

The scheduling of vacations shall give preference, based upon seniority, but shall recognize the necessity for the Employer to maintain an adequate work force of regular employees on the job at all times. It is understood that all vacations are subject to the Employer's prior approval.

### Section 9

Employees whose employment is permanently terminated or who are laid off shall receive pay for any accrued and unused vacation hours at the time of termination or layoff.

### Section 10

An employee who has at least six (6) months of continuous service who is laid off from a given store location and for which there is no open position under the provisions of Article 8, Section 6, whose seniority terminated under the provision of Article 8, Section 9, Item (c), shall be paid, at the time of seniority termination, any and all accrued and unused vacation hours. Employees who are laid off or terminated prior to completing one year of continuous service shall be paid out any and all accrued and unused vacation hours. Employees who are laid off after completing one year of continuous service shall be paid out any and all accrued and unused vacation hours.

## ARTICLE 11 - CLASSIFICATION AND WAGE SCALES

### Section 1

The following classifications and rates of pay shall apply to all employees covered by this Agreement to be effective as indicated, except for the provision of Article 16, Section 5.

Increase all wages as follows, over what the employees are currently being paid and increase contract rate accordingly:

February 1, 2025	(+5%)
February 1, 2026	(+3%)
February 1, 2027	(+3.25%)

#### GENERAL SERVICE EMPLOYEES: (hired after 8-1-87)

Perform the following duties: Tire changer, lubrication, warehouse, and truck driver.

<u>EFFECTIVE</u>	<u>02/01/25</u>	<u>02/01/25</u>	<u>02/01/27</u>
	20.00	20.60	21.27

The Employer agrees to furnish one set of small hand tools for tire changers.

#### COMMERCIAL TIRE SERVICE \*

<u>EFFECTIVE</u>	<u>02/01/25</u>	<u>02/01/26</u>	<u>02/01/27</u>
Starting rate	23.43	24.13	24.92
After 1 year	24.02	24.74	25.54
After 2 years	24.60	25.34	26.16

\* Employees must be assigned to and working for the Commercial Department, at least fifty percent (50%) of their working time.

#### OFF ROAD TIRE SERVICE \*

<u>EFFECTIVE</u>	<u>02/01/25</u>	<u>02/01/26</u>	<u>02/01/27</u>
Starting rate	27.50	28.33	29.25
After 1 year	29.00	29.87	30.84
After 2 years	30.80	31.72	32.76

\* Employees must spend fifty percent (50%) of their working time changing giant off-the-road tires requiring the use of a Boom Truck.

### Section 2

Employees shall not be disciplined for lost, stolen or damaged property of the Employer except in the case of proven negligence or willful misconduct on the part of the employee.

### Section 3

It is agreed that persons with proven experience may be hired at rates commensurate with said experience. Employees may be progressed through the wage increments faster than the time periods indicated in Section 1 above. It is further understood and agreed that the Employer shall have the right to pay an employee or employees additional remuneration over and above the established rate of pay in any case where the employee(s) warrant such action. The right to implement the provision of this Section 3 rests solely with the Employer.

### Section 4

Notwithstanding the provisions of Article 11, Section 3, fully experienced new employees in the classification of Tire Services shall be paid the "After" rate for said classification within thirty-one (31) days of the date the employee is assigned to said classification.

### Section 5

Employees working in the Retread Shop on the second shift (any shift with a starting time between the hours of 2 p.m. and 10 p.m.) shall receive an additional twenty cent (20¢) per hour. Employees working in the Retread Shop on the third shift (any shift with a starting time between the hour of 10 p.m. and 6 a.m.) shall receive an additional thirty cents (30¢) per hour.

### Section 6

In the event that the Employer reintroduces a former classification or adds a new classification, the Union shall be furnished with a copy of the job description and the parties shall meet and negotiate the rate of pay for such position. Failing to agree, the Union may invoke the Grievance Procedure as set forth in Article 15 of this Agreement.

## ARTICLE 12 - PENSION

### Section 1

The Employer shall continue to pay into the Western Conference of Teamsters Pension Trust Fund for the account of each employee working under this Agreement a monthly sum for all compensable hours, to a maximum of one hundred eighty-four (184) hours (one hundred-ninety (190) compensable hours if working a four (4) day, ten (10) hours per day weekly schedule); there is no maximum on termination of employment. Contributions for all employees in the collective bargaining unit covered by this Agreement shall be paid from the first hour of employment as it relates to pension.

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 period, shall be a breach of this Agreement.

### Section 2

Effective January 1, 2017, the contribution to the Western Conference of Teamsters Pension Trust Fund (WCTPTF) shall be six cents (\$0.06) per hour to provide the Program for Enhanced Early Retirement (PEER). This contribution shall be paid on the same basis as contribution to the basic plan as provided for elsewhere in this Article. The contributions required to provide the Program for Enhanced Early Retirement will not be taken into consideration for benefit accrual purposes under the plan. The additional contributions for the PEER must at all times be 6.5% of the basic contribution and cannot be decreased at any time.

### Section 3

Effective February 1, 2025, increase the pension contribution by two cents (\$0.02) to one dollar four cents (\$1.04). The PEER contribution shall be seven cents (\$0.07) for a total contribution of one dollar and eleven cents (\$1.11) per hour.

Effective February 1, 2026, the pension contribution shall be increased by two cents (\$0.02) to one dollar and six cents (\$1.06). The PEER contribution shall be

seven cents (\$0.07) for a total contribution of one dollar and thirteen cents (\$1.13) per hour.

Effective February 1, 2027, increase the pension contribution by three cents (\$0.03) to one dollar and nine cents (\$1.09). The PEER contribution shall be seven cents (\$0.07) for a total contribution of one dollar and sixteen cents (\$1.16) per hour.

Notwithstanding the above, the parties agree that the "break in rate", as described below, not to exceed \$0.10 per hour, shall apply during the probationary period of any employee covered hereunder.

### Section 4

For employees hired on or after February 1, 2008, the Employer shall pay an hourly contribution rate of \$0.10 (inclusive of Peer/84) during the employee's probationary period as defined in Article 8, but in no case for a period longer than 90 calendar days from the employee's first date of hire. These contributions shall be made in the same manner as set forth above. After the expiration of the probationary period as defined, but in no event longer than 90 calendar days from an employee's first date of hire, the contribution shall be increased to the full contractual rate.

## ARTICLE 13 - DISCIPLINARY PROCEDURE

The following disciplinary procedure will apply to all infractions of related work rules except those set forth in Article 14.

On First Offense: Be given a written warning notice.

On Second Offense: Be given a written warning notice and/or a disciplinary lay-off.

On Third Offense: May be discharged. (Written notification)

The above notices are cumulative only within the most recent twelve (12) month period. Warning notices over 12 months old shall not be used in the administration of the above disciplinary procedure. A copy of all written notices provided in this Section shall be provided to the offending employee and also a copy provided to the Union.

Appeal of any disciplinary procedure, including discharge, shall be made through the grievance procedure provided in this Agreement.

## ARTICLE 14 - DISCHARGE

### Section 1

The Employer shall not discharge an employee without just cause. When an employee is discharged, the full reason must be provided to the employee in writing and a copy to the Union.

No warning notice need be given if the cause for discharge includes, but is not limited to, the following:

1. Proven Dishonesty or theft.
2. Drinking and/or intoxicated during assigned shift or possession of intoxicants on the Employer's premises.
3. Possession, being under the influence of, or use of, illegal narcotics during assigned shift or on the Employer's premises.
4. Willful destruction or defacing of Employer's property, vehicles, or premises.
5. Becoming involved in a motor vehicle accident while driving the Employer's vehicle as a result of negligence or recklessness.
6. Falsification of employment application.
7. Punching time card or signing work schedules of another employee.
8. Refusal to handle job assignment.
9. Fighting on the premises.
10. An employee who has been absent for reasons within his control for a period of two scheduled working days and who has not made previous arrangements for the leave of absence.
11. Violation of reasonable Employer work rules, which may be amended only by mutual consent of the parties.
12. Faulty workmanship which results, or could result, in injury to an employee or customer, or damage to the Employer's or customer's vehicle.
13. Recklessness or gross negligence resulting in a serious accident while on duty.
14. Violation of Article 16 of the Agreement.
15. Continued verified substandard performance.
16. Refusal to undergo a viral test for COVID-19 as requested by and paid for by the Employer, if not covered by the employee's health insurance.

17. Reporting to work other than in accordance with established government protocols after testing positive for COVID-19.

## ARTICLE 15 - GRIEVANCE PROCEDURE

All questions disputes and controversies arising under this Agreement, or any supplement hereto, or between the parties shall be adjusted and settled in the manner provided in this Article, in less otherwise express provided in the Agreement. The procedure for such adjustment and settlement shall be as follows:

Step 1: Any grievance of an employee shall first be taken up between such employee and the immediate supervisor.

Step 2: Failing settlement under Step 1, the grievance will be reduced to writing, signed by the complainant and presented by his Union Representative, to the immediate supervisor, not later than ten (10) calendar days after the grievance arose except in the case of discharge, discipline or alleged seniority provisions violation in which case the grievance must be presented within five (5) calendar days of said discharge, discipline or seniority provisions violation, otherwise the grievance will not be eligible for the further provisions of this Section.

Step 3: Failing settlement under Step 2, such grievance shall be referred to and taken up between the Secretary-Treasurer or other authorized representative of the Local Union and the Employer.

Step 4: If the dispute is not resolved at Step 3, either party shall within 10 calendar days of concluding Step 3, notify in writing the other party of its desire to proceed to mediation. Upon providing timely notice, the parties shall request a Mediator from the California Mediation and Conciliation Service or Federal Mediation and Conciliation Service to mediate and attempt to resolve the dispute. The mediator may recommend a settlement to the parties. The parties may agree in writing at or before the mediation that any settlement recommendation of the mediator be final and binding.

Step 5: If the parties have not agreed that any settlement recommendation of the mediator be final and binding and the parties do not accept the mediator's recommendation, or reach a settlement without a mediator's recommendation, they may refer the matter to arbitration. If the parties cannot agree on an Arbitrator, said Arbitrator shall be selected from a list of seven (7) names from

the Federal Mediation and Conciliation Service by alternately deleting names from the list until a last name remains, the parties drawing lots to determine who shall be entitled to the first deletion.

The Arbitrator shall not have the power to make any awards changing, amending or adding to the provisions of this Agreement. His jurisdiction shall be limited to hearing the determination of cases arising out of alleged violation or misinterpretation of the provision of the Agreement on cases within his jurisdiction. The decision of the Arbitrator shall be final and binding upon both parties hereto.

Employee shall have the right to be represented by the Union at each step of the grievance if they so choose.

The general wage levels shall not be subject to Arbitration. It is understood that the expenses incurred by the Arbitrator, including his compensation, shall be borne jointly by the Employer and the Union.

Limitation of Power of Arbitrator - The powers of the Arbitrator are limited as follows:

He/she shall have no power to add to, subtract from, or modify any of the terms of any Agreement.

He/she shall have no power to establish wage scales or, except as he/she is herein specifically empowered, to change any wage.

#### **ARTICLE 16 - NO STRIKE - NO LOCKOUT**

##### **Section 1**

The Union agrees that it will not encourage, sanction, or approve any strike, (including but not limited to sympathy strikes occurring on or near the Employer's property), stoppage, slowdown, or other interruption of work growing out of any dispute, arising under the terms of the Agreement. on the contrary, the Union its officers and members will actively discourage and will take whatever lawful steps are necessary to prevent any strike, stoppage, slowdown or other interruption of work in violation of this Agreement.

##### **Section 2**

If, at any time during the existence of this Agreement, there occurs an unauthorized strike, sit-down, slow-down, or other curtailment of work or restriction of work in violation of Article 16 of this Agreement, neither party shall negotiate upon the subject of said dispute until such illegal activity has ceased.

##### **Section 3**

Any employee who participates in any unauthorized strike, sit-down, curtailment of work or restriction of work shall be subject to disciplinary action, including discharge by the Employer.

##### **Section 4**

The Employer agrees that neither it nor its representatives will put into effect any lockout during the term of this Agreement.

##### **Section 5**

The Employer agrees that in consideration of the carrying out of the responsibilities placed upon the Union and their officers in Sections 1 and 2 of this Article, the Employer will institute no action for monetary damages against the Union or their officers for breach of said Section 1 and 2.

##### **Section 6**

It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property away from the Employer's place of business having a picket line which has been sanctioned by the Joint Council of Teamsters #42.

#### **ARTICLE 17 - INSURANCE BENEFITS**

##### **Section 1 – Hospital and Medical Coverage**

Effective February 1, 2025, the Employer agrees to pay \$1501.40 per month to the San Diego County Teamster-Employers Insurance Trust Fund on behalf of each employee covered by this Agreement to provide hospital, medical and life insurance coverage in the trust plan known as "Plan E". The Employer agrees to pay the entire cost thereof as and should the cost of maintaining the existing benefits increase above the rates indicated above, the Employer shall pay such increases.

Thereafter, and for all new employees, the monthly payment shall be made for each employee on the first day of each month provided that the employee has worked or been compensated for a minimum of eighty (80) hours in the previous calendar month.

#### **Section 2 - Dental Coverage**

Effective February 1, 2025, the Employer agrees to pay \$53.00 per month to the San Diego County Teamsters-Employers Insurance Trust Fund on behalf of each employee covered by this Agreement to provide dental insurance coverage as per the schedule of benefits established by the San Diego County Teamsters-Employers Insurance Trust, known as Plan 2-Composite. The Employer agrees to pay the entire cost thereof and should the cost of maintaining the existing benefits increase above the rates indicated above, the Employer shall pay such increases.

Thereafter, and for all new employees, the monthly payment shall be made for each employee on the first day of each month provided that the employee has worked or been compensated for a minimum of eighty (80) hours in the previous calendar month.

#### **Section 3 - Prescription Drug**

Effective with February 1, 2025, the Employer agrees to pay \$83.75 per month to the San Diego County Teamsters-Employers Insurance Trust Fund on behalf of each employee covered by this Agreement to provide prescription drug insurance coverage as per the schedule of benefits established by the San Diego County Teamsters- Employers Insurance Trust known as Plan 4-Composite. The Employer agrees to pay the entire cost thereof and should the cost of maintaining the existing benefits increase above the rates indicated above, the Employer shall pay such increases.

Thereafter, and for all new employees, the monthly payment shall be made for each employee on the first day of each month provided that the employee has worked or been compensated for a minimum of eighty (80) hours in the previous calendar month.

#### **Section 4 - Vision Coverage**

Effective February 1, 2025, the Employer agrees to pay \$9.50 per month to the San Diego County Teamsters-Employers Insurance Trust Fund on behalf of each employee covered by this Agreement to provide vision insurance coverage as per the schedule of benefits composite established by the San Diego County

Teamsters-Employers Insurance Trust. The Employer agrees to pay the entire cost thereof and should the cost of maintaining the existing benefits increase above the rates indicated above, the Employer shall pay such increases.

Thereafter, and for all new employees, the monthly payment shall be made for each employee on the first day of each month provided that the employee has worked or been compensated for a minimum of eighty (80) hours in the previous calendar month.

#### **Section 5**

The parties hereby accept the terms of the existing Trust and any amendments to that Trust required to accomplish the provisions of this Collective Bargaining Agreement and those of other contributing employers and, by this acceptance, agree to and become parties to said Trust.

The parties hereto agree to accept and execute such "acceptance of trust documents" as may be required for participation in each Trust and such payments shall be made in accordance with the provisions uniformly established by the Joint Board of Trustees.

Employer report forms with appropriate contributions are due post marked no later than the 15<sup>th</sup> of the month following the month in which the hours are worked or paid for.

In the event the appropriate Employer reports and remittances are not timely postmarked and timely received by the trust, the Trustees may sue any such delinquent Employer for any or all of the following:

- (a) An Accounting;
- (b) The amount of the delinquent report(s);
- (c) Liquidated damages as set forth in the Trust Agreement;
- (d) Reasonable attorney's fees and court costs, which the delinquent party hereby agrees to pay;
- (e) Any and all auditor's fees resulting from the delinquency;
- (f) The cost of suit.

## Section 6

The parties recognize that the Health and Welfare provisions of the Collective Bargaining Agreement contain provisions which require the Employer to maintain the existing level of benefits at the Employer's sole expense. This paragraph shall not negate the maintenance of benefits provision in the Health and Welfare language but is intended to permit the Employer to recoup a part of the cost of Insurance benefits through payroll deduction.

Effective July 1, 2025, the Employer shall deduct \$41.00 per week from each employee to help defray the cost of Insurance coverage for the term of the Agreement.

Effective February 1, 2026, the Employer shall deduct \$44.00 per week from each employee to help defray the cost of Insurance coverage for the term of the Agreement.

Effective February 1, 2027, the Employer shall deduct \$45.00 per week from each employee to help defray the cost of Insurance coverage for the term of the Agreement.

The Employer may at any time within the first twenty-four (24) months of the Agreement reopen Article 17-INSURANCE BENEFITS for negotiations with the Union. The Employer shall give the Union thirty (30) days' written notice of its desire to reopen ARTICLE 17.

## **ARTICLE 18 – SICK LEAVE**

A. Every twelve (12) month period, all bargaining unit employees covered by the collective bargaining agreement shall receive forty-eight (48) hours of annual paid sick leave. The full forty-eight (48) hour allotment of annual paid leave shall be front-loaded at the beginning of each year on May 1st for all employees hired on or before May 1, 2018. Paid sick leave may be used at any time during the year and for any purpose set forth in this policy.

B. All bargaining unit employees hired after May 1, 2018, shall receive on their date of hire (anniversary date) forty-eight (48) hours of front-loaded annual paid sick leave but may not use any sick leave during the first year of employment until the 90<sup>th</sup> calendar day following the start of his or her employment.

C. Paid sick leave may be taken in full day or partial day increments of no less than two hours in duration.

D. Paid sick leave will be calculated in the same manner as the regular hourly rate of pay for the workweek in which the employee uses paid sick leave. Pay for the sick days shall be for eight (8) hours at the employee's regular hourly rate of pay. A paid sick day shall not count as hours worked for purposes of calculating overtime pay.

E. Paid sick leave may be used for any of the following reasons:

1. Employee is physically or mentally unable to perform his or her duties due to illness, injury, or a medical condition of the employee;
2. Purpose of obtaining professional diagnosis or treatment for a medical condition of the employee;
3. For other medical reasons of the Employee, such as pregnancy or obtaining a physical examination;
4. Employee is providing care or assistance to a Family Member, with an illness, injury, or medical condition, including assistance in obtaining professional diagnosis or treatment of a medical condition;
5. Employee's absence if for the Employee's use of safe time (due to domestic violence, sexual assault, or stalking);
6. Employee's place of business is closed by order of a public official due to a Public Health Emergency, or the Employee is providing care or assistance to a Child, whose school or childcare provider is closed by order of public official due to a Public Health Emergency.
7. Any other reason or basis permitted by applicable law.

A Family Member" for purposes of this policy shall be defined as:

\*Child (biological, adopted or foster child, stepchild, legal ward or a child to whom the employee stands in loco parentis);

\*Parent (biological, foster or adoptive parent; step-parent; a legal guardian, a person who stood in loco parentis when the employee was a minor child);

\*Spouse (legally married under the laws of State of California or domestic partner);

\*Grandparent;

\*Grandchild;

\*Sibling; or

\*The Child or Parent of a Spouse.

F. For an absence of more than three consecutive days, the Employer may require reasonable documentation signed by a licensed health care provider indicating the need for the amount of paid sick leave taken.

G. For each occurrence, sick leave pay shall commence on the first (1<sup>st</sup>) working day or hour lost. Falsification of sick leave claims or proven abuse of sick leave privileges may be cause for discharge or disciplinary action.

H. If the need for paid sick leave is foreseeable, the employee shall provide reasonable advance notice to his or her supervisor, not to exceed seven days. If the need for paid sick leave is unforeseeable the employee shall provide notice for the need for paid sick leave as soon as practicable.

I. The Company's existing paid sick leave policy provisions in the collective bargaining agreement are hereby amended and replaced by this "frontloaded" paid sick leave policy. Employees shall be paid out any unused sick leave in excess of forty-eight (48) hours, that has been earned and is unused prior to commencement of this policy.

J. Unused sick leave during the year shall not roll-over to the following year. Any unused sick leave time shall be annually paid out, minus regular payroll deductions, on or about April 30<sup>th</sup>. For employees hired after May 1, 2018, unused sick leave shall be paid out, minus regular payroll deductions, on his or her anniversary date of hire. Unused paid sick leave shall have no cash value and shall not be paid out on termination of employment.

K. Sick leave shall also include any and all additional or supplemental paid sick leave for eligible employees under state or federal legislation relating to the COVID 19 pandemic.

## ARTICLE 19 - LEAVE OF ABSENCE

### Section 1

The Employer shall provide eligible employees an unpaid leave of absence for a serious health condition of their own or family member, or to bond with a new child of up to 12 weeks per year in accordance with applicable law and regulations. An employee seeking leave of absence under the Article must provide at least 30 days' advance notice to the Employer if the need for leave is

abandonment and resignation by the employee. Eligible employees may also take an unpaid pregnancy disability leave of absence in accordance with applicable law and regulations. In addition, an employee desiring a leave of absence for non-medical personal reasons, excluding for other gainful employment (not to exceed 30 days and without pay) from his/her employment shall secure prior written permission from the Employer. Failure to comply with this provision shall result in the complete loss of seniority of the employee involved. Any employee misrepresenting the reason for a leave of absence shall forfeit their seniority and job. An employee accepting employment or paid work elsewhere when on a leave of absence shall be discharged without recourse to the grievance provisions of Article 15 of this Agreement.

### Section 2

In addition to paid sick leave under Article 18, unpaid leave of absence for illness or injury of more than three (3) days shall be permitted for eligible employees to the extent required by and in conformity with state and federal law. To the extent permitted by law, the Employer may require an employee's leave of absence for illness or injury beyond three (3) days to be supported by a physician's statement and approved by the Employer.

Such leaves may be extended with the approval of the Employer.

### Section 3

An employee who overstays an approved leave of absence without having arranged for an extension thereof, shall be considered as having resigned without notice.

### Section 4

During the first 30 days of an approved leave of absence an employee shall continue to accumulate seniority.

## ARTICLE 20 - MEETINGS

Employees shall attend meetings required by the Employer and shall be paid for time spent in attendance at said meetings. Full time employees shall be paid under the provision of Article 11 Section 3 and if applicable, overtime under the provisions of Article 7, Section 5. Part time employees shall be paid under the provisions of Article 28.

provisions of Article 7, Section 5. Part time employees shall be paid under the provisions of Article 28.

#### **ARTICLE 21 - UNIFORMS**

It is understood that whenever the employee is required to wear a special type of uniform or article of dress, the Employer shall furnish five (5) complete changes per week and launder such apparel at no expense to the employee. Employees shall reimburse the Employer for the cost of any uniform which they fail to return when required.

#### **ARTICLE 22 - FOOTWEAR**

The Company shall reimburse any employee that is required by a customer to wear steel-toe work boots a maximum of \$50.00 per year upon reviewing proof of purchase from the employee.

#### **ARTICLE 23 - EMPLOYEE LISTING**

Upon reasonable request of the Union, the Employer agrees to furnish to said Union a complete list of the employees and their classifications covered by this Agreement.

#### **ARTICLE 24 - SAFETY MEASURES**

The Employer shall make reasonable provisions, required by law, for the safety of its employees during the hours of their employment.

#### **ARTICLE 25 - UNION VISITATION**

The Business Representative or an authorized agent of the Union shall be permitted to visit the place of employment of an employee at any time for the purpose of checking the employee's credentials or to gain information concerning matters involved in this Agreement provided application shall be made at the office of the Management.

#### **ARTICLE 26 - MILITARY DUTY**

The Company agrees to comply with any federal and/or state laws with regard to military leave of absence.

#### **ARTICLE 27 - JURY DUTY PAY**

##### **Section 1**

When an employee who has completed one (1) year of continuous service, necessarily loses time from work because of involuntary jury service, the Employer shall reimburse such employee for wages lost because of jury service, the difference between what the employee receives for such service and eight (8) hours pay at the employee's current straight time hourly rate. The maximum payment for any one work week shall be the difference between what the employee receives for such service and forty (40) hours pay at the employee's current straight time hourly rate. In any event, the Employer shall not be obligated to pay more than five (5) days jury service per year.

##### **Section 2**

An employee called for jury service on any of said employee's regular scheduled work days shall report to the Employer for work for such time as may be available prior to the hour said employee is required to be available after said employee is excused from court. Any employee who fails to so report waives the right to reimbursement for time lost as herein provided.

#### **ARTICLE 28 - TOOL INSURANCE**

The Employer shall be responsible for the reasonable value of an employee's tools stolen from the premises of the Employer by reason of illegal breaking and entering or loss due to fire while such premises are closed for business. The Employer shall not be responsible for the replacement of employee's tools which are normally provided by the Employer.

It shall be the responsibility of the employee to keep on file with the Employer an up to date inventory list of his tools, including brand name. No replacement will be made for any tool not appearing on the employee's inventory list. The employee must provide his management with cost receipts of replacing the

subject tools. The Company agrees to comply with any state law in connection with the replacement of stolen tools in accordance with the requirements of this Article.

## **ARTICLE 29 – PART-TIME EMPLOYEES**

### **Section 1**

It is agreed between the Employer and the Union that the Employer may employ one (1) part-time employee for every two (2) regular full-time employees covered by this Agreement. The work week for part-time employees shall not exceed twenty-four (24) hours per week except for summer help, vacation replacement, during peak workload periods or when regular employees are absent for any reason. Hours worked by part time employees in excess of forty (40) straight time hours in any one pay period week shall be paid for at the rate of one and one-half (1 1/2) times the employee's current straight time hourly rate. Under no circumstances shall a regular full-time employee be laid off from a given classification in a given store location as long as a part-time employee is working in said classification in said store location. Part-time employees shall be paid weekly.

### **Section 2**

The hourly rate of pay that a part-time employee shall be paid under this Agreement shall be determined by the Employer in its sole discretion, but in no circumstances shall the rate of pay be less than the applicable minimum wage under federal, state or local law, regulations or ordinances.

### **Section 3**

Part-time employees shall be covered by the provisions of the preamble to the Agreement; Article 1; 2; 3; 4; 5; 6; 7; Section 8; 12; 13; 14; 15; 20; 21; 22; 23; 24; 25; 28; 30; Attachment "A" and all part-time employees shall not receive other benefits provided for in this Agreement applicable to full time regular employees except as specifically provided in this Article 29.

## **ARTICLE 30 - BEREAVEMENT PAY**

A regular full-time employee with one (1) year or more seniority shall be paid for time lost at his 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, step-father, step-mother, children, spouse, brother, step-brother, sister, step-sister, current mother-in-law, current father-in-law, current brother-in-law, current sister-in-law, step-children, grandfather or grandmother, grandparent of spouse, grandchildren.

An additional two (2) days of paid bereavement shall be available to employees who are required to travel more than 500 miles to the funeral. The Employer reserves the right to verify the funeral and such additional leave.

## **ARTICLE 31 - EMPLOYEE RESPONSIBILITY**

The Union agrees that each employee will do all work assigned to him/her to the best of his/her knowledge and will cooperate with management to the fullest extend possible to improve the manner in which the work is performed. The Union will cooperate with the Company to insure that the employees work in the safest possible manner.

## **ARTICLE 32 - GROOMING STANDARDS**

The Union and Employer agree that it is in the best interest of all parties that employees report for work in a neatly groomed manner.

## **ARTICLE 33 – SUBCONTRACTING**

In accordance with management rights and past practice, the Employer may have mechanical, maintenance and repair work of company vehicles performed by an outside individual not covered by this Agreement. However, if in the future, there exists sufficient work to justify hiring a regular full-time mechanic under this Agreement, the Employer agrees to discontinue the use of an outside employee to perform said work and shall meet with the Union to negotiate a wage rate for the mechanic position which shall be covered by this Agreement.

In all other cases, the Employer shall not be allowed to have individuals who are not covered by this Agreement perform work within the jurisdiction of the Union except in situations involving emergencies, work shortages, instruction and/or training.

#### ARTICLE 34 – ZIPPER CLAUSE

This Agreement concludes all collective bargaining negotiations between the Company and the Union and constitutes the entire agreement between the parties. It sets forth all of the rights and obligations of the parties on the subjects covered by the Agreement.

The parties hereto acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining; and all such subjects raised have been discussed and negotiated upon; and the agreements contained in this Agreement were arrived at after the free exercise of such rights and opportunities.

Therefore, the Employer and Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject matter referred to or covered in this Agreement.

#### ARTICLE 35 - TERM

This Agreement, herein set forth, shall remain in effect from February 1, 2025, until and including January 31, 2028, and for yearly period thereafter unless either party hereto shall give written notice to the other party of desire to terminate or modify the existing Agreement. Such notice shall be given at least sixty (60) days prior to the anniversary date of this Agreement. Failure of either party to give such written notice shall automatically extend the contract for a period of one (1) year from the anniversary date.

IN WITNESS, THE PARTIES HAVE HERETO INSCRIBED THEIR NAMES AND AFFIXED THEIR SEAL THIS 17<sup>th</sup> DAY OF APRIL, 2025.

SIGNED FOR THE EMPLOYER:

By: Brian Parkhouse

Title: President

Date: 4/23/2025

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

SIGNED FOR THE UNION:

By: John D. C.

Title: SECRETARY-TREASURER

Date: 4/17/25

By: George H. H.

Title: FIELD REPRESENTATIVE

Date: 4/17/2025

**ATTACHMENT "A" – EMPLOYER LOCATIONS**

4660 Ruffner St.            841 Rocksprings Rd.  
San Diego, CA 92111        Escondido, CA 92025