AGREEMENT

BETWEEN

TEAMSTERS UNION

LOCAL 481



And

THE HERTZ CORPORATION

Counter Sales Representatives

and

Instant Return Representatives

February 1, 2023 — February 1, 2027

AGREEMENT BETWEEN

THE *HERTZ* CORPORATION

and

AUTOMOTIVE AND ALLIED INDUSTRIES EMPLOYEES TEAMSTERS UNION LOCAL 481

COUNTER SALES REPRESENTATIVES,
and
INSTANT RETURN REPRESENTATIVES,

SAN DIEGO, CA

February 1, 2023 – February 1, 2027

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Appendix A

AGREEMENT

The following Agreement and scale of wages shall be in full force and effect on and after **February 1, 2023** between **THE HERTZ CORPORATION, HERTZ BRAND RENT-A-CAR DIVISION**, as specifically applying to its stations located in the City of San Diego, California, and the **AUTOMOTIVE AND ALLIED INDUSTRIES EMPLOYEES LOCAL UNION No. 481.**

ARTICLE 1 - GENERAL PROVISIONS

Section 1 - HIRING OF EMPLOYEES:

Only members in good standing in the union shall be retained in employment. For the purposes 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-one (31) calendar days from the effective date of this Agreement or within thirty-one (31) calendar 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.

Section 2 - 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 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 year or beyond the termination date of the applicable collective agreement, whichever occurs sooner.

Section 3 - HIRING:

When new or additional employees are required, the Employer shall, after hiring an employee covered by this Agreement and before such employee goes to work, direct such employee to the office of the Union. The Employer shall give the employee a registration form setting forth his date of hire, his classification and his rate of pay. The employee shall tender such form to the Union. The Union shall then fill out the form indicating clearly that the new employee is being hired, "on a probationary period for one-hundred twenty (120) calendar days." One copy of the form shall be marked "Employer Copy" and one marked "Union Copy."

Section 4 - UNION:

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 or representing the Union.

ARTICLE 2 - MANAGEMENT RIGHTS

Section 1

The rights of the Employer shall include, but shall not be limited to, his right to conduct the business, the operation and the direction of his 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 make rules and regulations concerning the conduct of the business and the employee, providing the same are not contrary to the terms of this Agreement. The failure of the Employer to exercise his rights under this Article in any respect shall not be taken as a waiver of his rights.

Section 2

Establish or determine the nature and kind of business conducted by the Company, the products to be carried or services to be provided, the prices and terms for providing services or products, the kinds and location of equipment, merchandise, goods, fixtures, and type of customer service to be used.

Section 3

Discontinue or relocate services or operations, in whole or in part, or discontinue performance of services or operations by employees of the Employer; institute or make use of technological or other changes in jobs and/or job standards or the manner in which services are delivered to the customer; discontinue, reorganize, combine any operation or part thereof.

ARTICLE 3 - SENIORITY

Section 1

An annual list of employees covered by this Addendum arranged in the order of their seniority 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 2

Employees shall be regarded as probationary employees until their names have been placed on the seniority list. There shall be no responsibility for the re-employment of probationary employees if they are terminated during this period.

Section 3

Employees may acquire seniority upon achieving one hundred twenty (120) continuous calendar days of employment, in which event the employee's seniority will date back one hundred twenty (120) continuous calendar days from the date seniority is acquired.

Section 4 - SENIORITY BROKEN:

Seniority shall be broken by (a) discharge for cause, (b) a resignation or quit or (c) six (6) consecutive months of unemployment from the Employer (d) failure to report back to work after a Leave of Absence and (e) absence for three (3) consecutive working days without notifying the Employer.

Section 5 - LAYOFF AND RECALL:

Reduction of forces due to lack of work shall be by location seniority within the classification where the layoff is occurring. The last employee hired shall be the first employee laid off within that classification and in rehiring the last employee laid off in the classification, provided, he is capable and qualified, shall be the first employee hired within a classification provided he is capable and qualified. Employees being laid off shall receive at least five (5) calendar days prior written notice or five days' pay at the affected employee's straight time hourly rate in lieu of notice.

Section 6 - RECALL:

In the event of a layoff, an employee so laid off shall be given ten (10) calendar days notice of recall be registered or certified mail to his last known address. The employee must respond to such notice within three (3) calendar days after receipt thereof and actually report for work in seven (7) calendar days after receipt of notice unless otherwise mutually agreed to. In the event the employee fails to comply with the above, he shall lose all seniority rights under this Agreement.

Section 7

Shift assignments will be made in accordance with seniority. There will be a minimum of two (2) Master Shift bids per year, at six-month intervals. When a shift opens, the bid will be posted to show hours of work and days off, and employees will bid in accordance with seniority. Lead bids will be administered separately in accordance with seniority. An employee may bid into another classification provided there is an opening and he or she is capable and qualified. Once an employee has received notification that it is his or her turn to bid, a selection must be made within twenty-four (24) hours of notification or the employee shall be bypassed. To the extent possible, the Employer agrees that it will avoid disrupting previously bid vacation as a result of a new shift bid.

Section 8

The Company will not schedule an employee (on a mandatory basis) to work a shift which is scheduled to commence less than eight (8) hours after the termination of the employee's previous shift. The Company will schedule (on a mandatory basis) the least senior employee whose previous shift terminated in accordance with the eight (8) hour limit.

Section 9

The Employer maintains the sole discretion to place a new hire on a temporary shift between ninety (90) calendar days and successful completion of their probationary period, which may vary depending on the individual employee's development and management's determination as to the individual's qualifications to work independently.

ARTICLE 4 - HOURS OF WORK

Section 1 - WORK WEEK:

The work week shall consist of five (5) consecutive days of eight (8) hours each. The Company may elect to initiate a four (4) day, ten (10) hour per day, workweek. If the Company should so elect, it will meet with the Union to negotiate the terms and conditions with respect to benefits other than wages.

Section 2 - OVERTIME:

Overtime shall be paid for on the basis of time and one-half the employee's straight time hourly rate for all hours worked in excess of eight (8) hours in any one day of forty (40) hours in any one week. Sick leave, as provided for in Article 22 of this Agreement, shall not be counted as time worked for purposes of overtime eligibility.

Hours worked in excess of twelve (12) in a given day, will be paid at the rate of two times (2 x) the employee's regular hourly rate.

Employees who work seven (7) consecutive days within a work week (Friday through Thursday) shall be paid double time (2 x) for all hours worked on such seventh (7th) consecutive day. All overtime extending a shift will be assigned by seniority. Employees may volunteer by seniority. If insufficient numbers volunteer, the Company can mandate overtime by inverse order of seniority not to exceed three (3) hours. When mandatory overtime is called on a shift extension, the first two (2) hours will be guaranteed. Sixth (6^{th}) day mandatory overtime will be limited to eight (8) hours unless the employee(s) subsequently agrees to work more. Mandatory overtime will not be assigned on an employee's seventh (7^{th}) consecutive day unless mutually agreed to between the Company and the employee. Employees may make one phone call, if necessary, to make arrangements when mandatoried to work overtime. Employees shall be notified of mandatory overtime no less than two (2) hours prior to the end of their shift. Opportunities to work overtime payable at the rate of time and one-half (1½ x) shall be exhausted prior to offering overtime payable at double time (2 x).

When an employee reports to work and notifies the Company that the employee will not be able to work overtime beyond their shift, then the employee will be excluded from mandatory overtime unless ~~he~~ the employee is the only available person.

Employees will not be required or be forced to work mandatory overtime on the employee's scheduled days off immediately preceding an approved week of vacation or

the employee's scheduled day's off immediately following the employee's approved week of vacation.

Section 3 - CALL BACK:

Any employee ordered to and reporting for work at a time outside of his regular work day, when such work is not continuous with his regular work day, shall be guaranteed four (4) hours of work or pay in lieu thereof. All employees "called back" under this provision, who work more than four (4) but less than eight (8) hours, shall be guaranteed eight (8) hours, unless the employee leaves voluntarily with management approval. When an emergency "call back" occurs, the employee called shall be paid at one and one-half (1 1/2) times the regular rate for the classification of work performed. This is not to be considered a part of the split shift. This Section shall not apply to the employees who work on a part-time basis.

Section 4

Wages now in effect which are more beneficial to the employees than those stipulated in the Contract shall not be reduced or discontinued.

Section 5 - COMPENSATORY INJURIES:

In case of compensatory injuries under the Workers' Compensation Act where the employee is able to continue on the job but is required to visit a doctor for treatment upon his orders, such employee shall be allowed a maximum of two (2) hours for each doctor's visit without a deduction in pay.

Time lost shall be paid by the Employer for the first three (3) days of an industrial accident or injury in the event compensation is not paid under the Workers' Compensation Laws. This time loss compensation is not deductible from sick leave time, nor will it be paid if the industrial claim is denied.
The Employer will not prorate vacation eligibility based on Workers' Compensation time off up to three (3) months.

Section 6 - WORK BREAKS:

All employees shall be granted a paid fifteen (15) minute rest period during each half-shift. The Employer shall determine the time for each break and shall, when possible, establish them midway through the respective half-shift. The Employer shall make a reasonable effort to ensure that no employee will be required to work more than three (3) hours without a break. Unless approved by management, breaks shall not be taken in Customer Service areas.

A one-half (½) hour unpaid lunch period shall be taken between the second and one-half (2nd & ½) and sixth (6th) hour after the start of the employee's shift.

Section 7 - NIGHT PREMIUM:

Employees whose shifts start between 3:00 p.m. and 3:00 a.m. will receive $1.00 per hour above their regular rate for all hours worked.

Section 8 - VOLUNTARY TIME OFF:

The Company shall post a voluntary time off or "walk time" interest list each day it is offered. Employees expressing interest shall be selected by seniority within affected start time.

ARTICLE 5 - ALTERNATIVE WORK SCHEDULES/ASSIGNMENTS

Section 1 - PART-TIME EMPLOYEES:

The Employer at its discretion may utilize Part-Time employees in each classification covered by this Agreement, except that for Counter Sales Representatives, the number of such Part-Time employees shall not exceed twenty-five (25%) of the current number of all employees in the bargaining unit. Part-time employees shall not be used for the express purpose of eliminating full-time employees.

Such employee will be covered by the terms of the Agreement with the following exceptions:

A. A part-time employee will be paid holiday pay only if the employee would have been schedule to work on the holiday and only in an amount for the hours the employee would have been scheduled to work. If the part-time employee works on the holiday the employee will be paid time and one-half (1.5x) his regular rate for the hours worked in addition to the above if applicable.

B. A part-time employee will accumulate vacation in accordance with the Agreement except that the employee's vacation pay will be computed based on the employee's regular straight time hour rate for the average hours worked per week during the preceding thirteen (13) weeks.

C. The Employer, at its discretion, will determine the hours to be worked by part-time employees. A part-time employee who refuses to work the scheduled hours is considered to have resigned. A part-time employee need not be assigned five (5) consecutive work days, however, hours worked in excess of forty (40) in any one week will be paid at time and one-half (1.5x) the employee's regular straight time hourly rate of pay.

D. Part-time employees in a classification will be laid off in order of seniority prior to regular full-time employees. Part-time employees will be recalled in order of seniority to work hours scheduled by the Employer. The Employer, at its discretion may employ regular full-time employees prior to recalling part-time employees.

E. Part-time employees are included in the "Wages," "Recognition," and "Check-off" provisions of this Agreement, however, part-time employees who are not scheduled

to work twenty (20) hours or more per week are excluded from all other terms and conditions of the Agreement which are not specifically amended by this Article.

Section 2 - UNASSIGNED EMPLOYEES:

The Employer may use two (2) unassigned employees as Rental Representatives. Unassigned employees shall be covered under all conditions and guarantees of this Agreement except that their work week shall be any five (5) days from Friday through Thursday. These employees may be worked on any day during the work week to make up their work weekly guarantee. Unassigned employees shall be advised at the end of their work day when to next report for work, and reporting times shall be chosen in order of their seniority.

Section 3 - Vacation Relief:

The Employer shall establish one (1) AM and one (1) PM vacation relief shift to cover for employees out on a LOA, Vacation, Sick out, or any other absence. The Employer agrees that vacation relief employees shall not be subject to a change in shift start time during the workweek. However, their shift start time can be adjusted from week to week depending on the shift they are covering. Operations will provide the vacation relief employees with at least seven (7) calendar days' notice of their next week's work schedule. Vacation relief employees will be paid at the prevailing rate of pay when working in a higher paying classification/position.

Section 4

The Employer shall have the unilateral right to implement (or discontinue, if it should so choose) a secured shift bid for graveyard shift employees (the hours worked for this shift to be determined by the Employer) allowing the Employer to hire employees into the graveyard shift as a permanent shift. Graveyard employees will be hired for that shift and will not be subject to a regular shift bid. Graveyard employees will maintain their shift (hours may fluctuate depending on business needs) unless and until a vacancy becomes available on another shift, which they can then bid into after at least one (1) year in the position as a Graveyard employee.

ARTICLE 6 - HOLIDAYS

Section 1 - PAID HOLIDAYS

Post probationary employees will be paid eight (8) hours at their straight time hourly rate of pay for the following holidays:

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	Floating Holidays (5)

Employees hired after ratification of the successor to the parties 2007-'11 Agreement shall be eligible for fixed holiday pay upon completion of the probationary period, and with respect to Floating Holidays, eligibility shall be determined on the following basis:

- First year of employment: No Floating Holidays.
- Commencing with the second (2nd) year of employment, Floating Holiday accrual shall be at the rate of 0.50 days per month worked.
- Commencing with the third (3rd) year of employment and thereafter: Five (5) Floating Holidays.

Floating holidays must be requested at least (2) two weeks but not more than three (3) weeks in advance and must be acted upon by the General Manager and/or his/her designee, inclusive of notifying the requesting employee of the Company's decision, within five (5) calendar days prior to the floating day requested. Should the Company fail to respond to a timely request for a floating holiday prior to five (5) calendar days in advance of the floating holiday requested, the day shall be deemed granted. Requests for floating holidays not made two weeks in advance may be granted only with the approval, in writing, of the General Manager and/or his/her designee. There shall be no bumping of approved floating holidays.

The employee must have the Employer's approval, which will not be unduly withheld; moreover, the Company will make reasonable efforts to make floaters available. Employees shall not be required to work on their floating holidays. Seniority will apply if more than one employee requests the same day. Once approval has been granted, it cannot be withdrawn or changed unless by mutual agreement.

Section 2

All employees working on a designated holiday shall be paid eight (8) hours at straight time plus time and one-half (1.5x) for all hours worked on the holiday. The holiday work schedule shall be posted seven (7) calendar days prior to the holiday. Bids for the following holidays will be posted fourteen (14) calendar days in the advance of the holiday:

New Year's Day	Thanksgiving Day	Christmas Day
	Day after Thanksgiving	

Such bids will come down in eight (8) days and final assignments will be posted seven (7) days prior to the holiday.

Other holidays will be bid as determined necessary by the Company and conducted in as timely a manner as operations permit.

Section 3

All of the above holidays shall be observed the day they actually occur. The Christmas holiday will be observed on December 25, the New Year's Day Holiday will be observed on January 1 and Independence Day will be observed on July 4th.

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 at the Employer's discretion.

Section 4

In order to be eligible for holiday pay when no work is performed, an employee must be available for work on the last regular work day immediately prior to a holiday and the first regular work day immediately following the holiday unless the employee provides an excuse acceptable to the General Manager and/or his/her designee. Any employee who is laid off or discharged at the end of his work week shall receive pay for any holiday that falls on the first day of the employee's shift the following week.

ARTICLE 7 - VACATIONS

Section 1

Any employee with one year of continuous service shall on the yearly anniversary date of his hire receive with pay two (2) weeks vacation after (1) one year of service and three (3) weeks vacation after five (5) years of service, four (4) weeks of vacation after twelve (12) years of service, five (5) weeks of vacation after seventeen (17) years of service and six (6) weeks vacation after thirty (30) years of service. Vacation pay shall be calculated on the basis of an employee's regular straight time hourly wage.

Employees will receive the full vacations as outlined above, provided they work at least fifty percent (50%) of the regular scheduled work days in the previous calendar year.

Employees who work less than fifty percent (50%) of the regular scheduled work days, will receive pro rata vacation in accordance with the following schedule:

Percent of Scheduled Work Days Worked	Pro Rata Vacation
40% but less than 50%	80%
30% but less than 40%	60%
25% but less than 30%	50%
Less than 25%	0

Section 2

Vacation assignments will be made in accordance with seniority wherever possible. The vacation schedule shall be posted for bid in November and employees will select their vacation periods in accordance with seniority; the final schedule will be posted by December 1. The restrictions required relative to the weeks available and the number of

employees who can take vacation at one time, will be reflected in the schedule posted or bid.

Section 3

All employees covered by this Agreement who have been employed three (3) months or more and whose services terminate for any reason shall receive pro-rated vacation pay for vacation earned but not taken on the following basis: employees who have completed more than three (3) months and less than three (3) years of employment, one-twelfth (1/12th) of two weeks' wage, exclusive of overtime for each completed calendar month of employment; employees who have completed more than twelve (12) years of employment one-twelfth (1/12th of our weeks' wage exclusive of overtime for each completed calendar month of employment; employees who have completed more than seventeen (17) years of employment, one twelfth (1/12th) of five (5) weeks wage exclusive of overtime for each completed month of employment; employees who have completed more than thirty (30) years of employment, one twelfth (1/12th) of six (6) weeks wage exclusive of overtime for each completed month of employment .

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ARTICLE 8 - PENSION, HEALTH AND WELFARE

Section 1 – Health and Welfare

A. In order to provide benefits to employees and their eligible dependents, there has been established labor-management health and welfare trust funds designated as Teamsters Miscellaneous Plan SD - $15 without dental, Teamsters Death Benefit Trust Plan 1 and the San Diego County Teamsters-Employers Insurance Trust Fund tiered Dental Plan 1. Said Trust Funds are administered by a Board of Trustees on which employees and Employers are equally represented.

B. The Employer agrees to continue to pay into the appropriate Teamster Trust Fund a health and welfare contribution in the amount for each employee covered in this agreement consistent with the published rate for their selection of plan coverage. Benefits shall include hospital, medical, prescription drug, dental, vision or death benefits. Such payments shall be made in addition to all wages and other compensation provided in this Agreement. Such payments shall be due on the first day of the calendar month and shall be paid not later than the tenth calendar day of the same month. The Union and the employees shall have the same rights and remedies in the event of the failure of any Employer to make such payments as exist with respect to the non-payment of wages. The liability of each Employer for the monthly payments herein provided shall be limited to payments on behalf of his or its own employees.

C. Except as otherwise provided for in this Agreement, a regular employee with respect to whom such monthly payments are required to be made shall mean:

   1. Any employee on the payroll on the first workday of the calendar month who has been on the payroll of the same Employer during the preceding month;

2. Any employee on the payroll on the first work day of the calendar month who had been employed and covered by this Welfare Plan by any Employer within thirty (30) calendar days of his/ her date of employment. For the purpose of this section of the Agreement, employees on temporary layoff of less than a calendar month shall be deemed to be "on the payroll" during such period of layoff.

D. The Company will make three additional payments to the Health and Welfare Funds for employees off work due to Illness, Injury or Company approved Leave of Absence.

Section 2 – Death Benefit

Effective February 1, 2023, the Employer agrees to contribute the amount of $1.70 per month per employee covered by this Agreement to the Teamsters Death Benefit Trust following one (1) full calendar month of employment with the Employer.

Section 3 – Dental

For dental coverage beginning February 1, 2023, employees and their qualified dependents will participate in the San Diego Teamsters-Employers Trust Fund ("Trust") and the Employer agrees to pay the proper monthly rate per employee to the San Diego Teamsters-Employers Trust Fund to provide tiered Dental Plan 1 benefits. The Employer agrees to make such payments to maintain such coverage for the life of the Agreement.

Under this provision, the payment shall be made for each employee the first day of the month provided the employee has worked and/or been compensated for a minimum of eighty (80) hours in the previous work month; provided that in the event of a termination, this language shall not obligate the Employer to make a contribution for the employee beyond the contribution due for the month in which the employee was terminated.

The parties hereto agree to accept and execute such "Acceptance of Trust Documents" as may be required for participation in the dental plan as described in this provision. Such payments shall be made in accordance with the provisions established by the Joint Board of Trustees.

Cost Sharing

Monthly payments to the Trust and the average aggregate cost per employee for the Plan SD, with tiered Dental Plan 1 through the San Diego County Teamsters-Employers Insurance Trust and Death Benefits through the Teamsters Death Benefit Trust Fund, shall be borne by the parties as follows:

Employer: Eighty Percent (80%) of the full premium.
Employee: Twenty Percent (20%) of the full premium.

The 80/20 cost sharing of the full premiums, including any increases thereto, will be continued over the term of the Agreement except in the event of any annual premium renewal in excess of eight (8%) percent of the February 1, 2023 rates. Such premium "overrides" will be the sole responsibility of employees.
All inquiries regarding Health and Welfare, Drug and Death Benefit Programs by the Employer shall be directed to: Northwest Administrators, 4666 Mission Gorge Pl. #100, San Diego, California 92120.

All inquiries regarding dental coverage shall be directed to: San Diego County Teamsters-Employers Insurance Trust Fund, 3737 Camino Del Rio South, Suite 300, San Diego, California 92108.

Section 4 – PENSION and 401(K) PLANS:

Eligible employees will be covered by The Hertz Corporation Account Balance Defined Benefit Pension Plan ("Hertz Retirement Plan") under the terms and conditions set forth in the Plan and all amendments thereto until the first day of the month following sixty calendar (60) days of the ratification of the successor to parties Agreement terminating June 14, 2015.

Effective the first day of the month following sixty (60) calendar days of ratification (the "effective date"), eligible employees will be able to participate in The Hertz Corporation Income Savings Plan ("401(k) Plan") under the terms and conditions set forth in the Plan and all amendments thereto, and participants in the Hertz Retirement Plan will no longer receive compensation credits (a percentage of pay) to their pension account. Accrued pension benefits will, however, be unaffected and interest credits will continue to be applied until distribution of the vested pension account.

For the first five (5) years following the implementation of the 401(k) Plan, the Company will make additional "transition contributions" to the 401(k) Plan account for active participants in the Hertz Retirement Plan who remain employed with Hertz and whose compensation credits were at the five percent (5%) or six and one-half percent (6.5%) level on the effective date of the 401(k) Plan. The amount of the transition contributions will range from one percent (1%) to three percent (3%) of annual eligible pay depending on the participant's compensation crediting rate and age on the effective date of the 401(k) Plan. These contributions will be one-hundred percent (100%) vested when made and eligible employees do not have to contribute to the 401(k) Plan to receive the transition contributions.

The terms and conditions of the plans are subject to revision from time to time and any such revisions will be automatically extended to employees covered by this Agreement at the earliest feasible date but no later than six (6) months from the date of such revisions. No matter relating to the terms and conditions of such plans is subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 9 - WAGES AND SEVERANCE

Section 1

Minimum wage rates have been established for all classifications by negotiations and agreement between representatives of Management and the Union and are set forth and enumerated in Appendix "A" attached hereto and forming a part of this Agreement.

Section 2

The wage scale enumerated in the Appendix "A" attached hereto and forming a part of this Agreement shall remain in full force and effect for the life of this Agreement and any mutually agreed upon extension.

Section 3

It is the sole responsibility and right of the Company to establish, amend, and/or terminate incentive plans affecting employees covered by this Collective Bargaining Agreement. The Company will not discipline an employee for not earning incentive pay.

ARTICLE 10 - NO DISCRIMINATION OR HARASSMENT

Section 1

The Employer and the Union agree that neither will discriminate or harass either directly or indirectly against any employee or applicant for employment by reason of race, creed, color, sex, gender identity, sexual orientation, age, religion, natural origin, marital or veteran status, or non-disqualifying physical or mental disability.

Section 2

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

ARTICLE 11 - 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, no employee shall engage in any strike or work stoppage including, but not limited to, a sympathy strike, 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 cause for discharge or disciplinary action in the event an employee refuses to enter upon any property of another company involved in a lawful primary labor dispute or refuses to go through or work behind any lawful primary picket line of another company, including the lawful primary picket line of the Union party to this Agreement.

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) calendar days' notice at any time after the anniversary date set forth in the 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 re-opened in that Addendum.

ARTICLE 12 - LEAVE OF ABSENCE

Section 1 - PERSONAL LEAVE

Any employee desiring a leave of absence for personal reasons may be granted such leave for a period not to exceed thirty (30) calendar days provided the employee has at least one year of continuous service. The employee shall make a written request therefore and must secure written approval from the Employer and give notice to the Union. Personal leave may be extended upon approval by the Employer, for additional thirty (30) calendar day periods, but not to exceed six (6) months. Seniority will accumulate during such leave.

Section 2

Employees who have worked for the Employer for a minimum of twelve (12) months continuously and worked at least 1250 hours during the past twelve (12) months shall be entitled to take a total of twelve (12) weeks unpaid leave during any twelve (12) month period as set forth in the Family and Medical Leave Act of 1993 as amended.

Such leave shall be granted for the birth or adoption of a child, and to care for such child; for the placement of a child for foster care; to care for the employee's seriously ill spouse, child or parent; and because of a serious health condition that makes the employee unable to perform his or her job functions.

If foreseeable, the employee is required to provide the Employer with at least thirty (30) calendar days advance notice before FMLA leave begins. If the leave is not foreseeable, the employee is required to give notice as soon as is practicable. The employee may elect, or the employer may require, the employee to substitute vacation leave or other accrued time off, including accrued sick leave if the leave is taken for the employee's own serious health condition, for part of the twelve (12) week leave period. 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 in the same manner as is usual under this Agreement with employees continuing normal cost sharing deductions, if any.

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 (2nd) opinion at the Employer's expense. If the second opinion conflicts with the initial certification, a third

opinion for a health care provider selected by the first and second opinion health care providers, at the Employer's expense may be sought, which shall be final and binding. Failure to provide certification shall cause any leave taken to be treated as an unexcused absence. As a condition of returning to work, an employee who has taken leave due to his/her own serious health condition must be medically qualified to perform the functions of his/her job.

No employee will be disciplined for requesting or taking FMLA under the contract absent fraud, misrepresentation, or dishonesty.

Any disputes arising under this provision shall be subject to the grievance procedure.

Section 3

Employees eligible under Section 2 of this Article may request to extend a leave of absence taken pursuant to the FMLA for a period not to exceed the three (3) months following the end of such leave. If the illness or injury continues beyond this date, such leave may be extended for an additional period up to six (6) months. It is specifically understood this additional leave period is not subject to the requirements of the FMLA and the Employer is not required to maintain health insurance coverage during the extended leave period.

ARTICLE 13 - 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 purposes of instructions or training or where the complement of regular employees is temporarily reduced by reasons of absence not to exceed one (1) day of any employee due to legitimate reasons or where the work load is temporarily increased.

ARTICLE 14 - CONDUCT OF EMPLOYEES

Section 1

The Employer will not discharge or suspend any employee without just cause and shall give at least two warnings of the complaint against such employee in writing to the Union and the employee before he is discharged or suspended for a repetition of the same complaint; such warning notices will be issued on a timely basis and shall expire after twelve (12) months and shall supercede each prior unexpired letter, thereby establishing a new twelve (12) month period. With regard to the Company's Attendance Policy, employees will be given a written warning for each occurrence of "no call" for absence, unless such "no call" is excused by the General Manager.

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 serious and egregious violations as exemplified but not necessarily limited to the following: dishonesty, being in possession of, trafficking in, or under the influence of alcoholic beverages, narcotics, illegal drugs, illegal substances, or illegally obtained prescription drugs while on duty and/or on Company premises, 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, theft, becoming involved in a motor vehicle accident while driving the Employer's vehicle as a result of negligence of recklessness, driving a vehicle in excess of the legal or posted speed limits, gross disobedience, insubordination, using an Employer's vehicle for personal use without permission, or fighting, threatening or provoking violence in the workplace. Sexual Harassment may warrant immediate termination, given the factual circumstances. The reprimand, warning, suspension, or discharge will be given to the employee in writing, with a copy sent to the Union, within ten (10) days of knowledge of the occurrence, or the conclusion of the Company investigation, exclusive of Saturdays, Sundays, and Holidays.

Section 2

An employee may request an investigation of his discharge or suspension or warning notice. Any such protest shall be presented to the Employer in writing within ten (10) work days after the discharge, suspension or warning notice and if not presented within such period, the right of protest shall be waived. A copy of any such protest shall be given to the Local Union. Upon the filing of any such protest, it shall be referred immediately to the grievance procedure as provided in this Agreement.

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

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

ARTICLE 15 - SHOP STEWARDS

Section 1

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

Section 2

The authority of Shop Stewards and Alternates so designated by the Union shall be limited to and shall not exceed the following duties and activities:

(1) The investigation and presentation of grievances to his Employer or the designated Company representative in accordance with the provisions of

the Collective Bargaining Agreement; the Shop Steward may be present for any disciplinary action or discussion if the employee desires.

(2) The collection of dues when authorized by appropriate Local Union action;

(3) The transmission such messages and information which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information,

(a) have been reduced to writing, or

(b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdown, refusal to handle goods, or any other interference with the Employer's business.

Section 3

Shop Stewards and Alternates have no authority to take strike action, or any other action interrupting the Employer's business. The Employer recognizes these limitations upon the authority of Shop Stewards and their Alternates and shall not hold the Union liable for any unauthorized acts. In the event the Shop Steward has taken strike action, slowdown, or work stoppage in violation of this Agreement, the Employer shall have the authority to impose proper discipline, including discharge, which is not subject to the grievance procedure.

ARTICLE 16 - GRIEVANCE AND ARBITRATION PROCEDURE

Section 1

A grievance is a protest by an employee against the Employer because of an alleged violation of a specific provision of this Agreement. Failure to follow the procedures and steps outlined or the failure to follow the time limits shall be an absolute bar to the further process of grievances or the arbitration thereof. Every effort shall be made to settle any grievance as expediently as possible in accordance the following procedure.

Section 2

Step 1. The grievance shall first be taken up with the appropriate member of supervision.

Step 2. The aggrieved employee must reduce his complaint in writing and submit it to the General Manager and/or his/her designee within ten (10) calendar days of the alleged violation. The General Manager and/or his/her designee will give his written answer within ten (10) calendar days from the date the grievance was presented to him in writing.

Step 3. If the Union desires to process the grievance further, it shall be taken up by the Business Representative of the Union with the Divisional VP or his or her designee within ten (10) calendar days from the date

the General Manager gives his written answer. The Divisional VP or his or her designee will give his written answer within ten (10) calendar days after receipt of the second step.

Step 4. If a satisfactory settlement has not been reached in 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.

The Local Union and the Employer agree all warning letters shall not be referred to the Board of Adjustment unless said warning letter is relied upon to support a subsequent and timely suspension or discharge.

If the Board of Adjustment is unable to reach a decision, the matter may be referred to Step 5 as follows:

Step 5. If the Union desires to arbitrate the grievance after having been fully processed according to the provisions of this contract, it shall be submitted to arbitration as follows:

A. Within ten (10) calendar days after failing settlement in Step 4, the Union shall notify the Employer in writing of its intention to submit the grievance to arbitration.

B. The parties will attempt to agree upon an arbitrator, but upon failure to agree the parties will request the Federal Mediation and Conciliation Service to submit a list of no less than seven (7) arbitrators from which each Party will alternately strike three names. The remaining name will be the arbitrator. Either party may request a second panel of Arbitrators.

C. The Business Agent of the Local Union shall have the authority to withdraw or settle any grievance prior to the submission to arbitration and/or prior to the decision or award of the arbitrator.

Section 3

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

Section 4

In any proceeding seeking to require or stay arbitration, or to stay, enforce, modify, or set aside a decision or award of the arbitrator, none of the provisions of this contract shall

deprive a court of its power to determine questions of arbitrability, or the jurisdiction of an arbitrator or the validity of any decision or award of the arbitrator.

Section 5

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

Section 6

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

ARTICLE 17 - UNION VISITATION

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.

ARTICLE 18 – BEREAVEMENT PAY

In the event of death in an employee's immediate family (employee's parents, legal guardians [properly documented], spouse, qualifying domestic partner, children, siblings, current father-in-law, current mother-in-law, current brother/sister in law, stepchild, stepparents, step brother/sister, grandparents, and grandchildren,) the employee shall be entitled to be absent from work for a period up to but not more than three (3) regular working days, when such absence is necessary to make arrangements for and/or attend the funeral or other bereavement rite. If such arrangements and/or attendance require the employee to travel more than three hundred (300) miles, absence for two (2) additional working days may be granted. During such absence, the employee shall be compensated at his regular straight time hourly classification rate for such regular working time lost. Such absence compensation shall not include pay for lost overtime, or premium pay. It shall include paid holidays and vacations. An employee may be given an additional two (2) day non-paid leave. Employees who require bereavement leave longer than allotted, may use other paid time-off to supplement bereavement time.

ARTICLE 19 - UNIFORMS

Section 1

The Employer shall provide, at his expense, sufficient uniforms for employees. Colors, styling cloth, etc., to be selected by the Employer

Section 2

The employee will provide, at his expense, stockings and shoes of color, type and cloth as prescribed by the Employer.

Section 3

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

Section 4

The employee will wash any and all wash and wear type uniforms; however, the Employer will provide dry cleaning service for any type uniform that needs to be dry-cleaned.

ARTICLE 20 - JURY DUTY

Section 1

Employees who are called for examination for jury duty and/or who serve as jurors shall be paid the difference between any jury pay received and/or the amount of wages lost as a result of such call or service for a period of time not to exceed thirty (30) calendar days. The employee shall return to work promptly after being released from jury examination or service.

Section 2

If selected for jury duty, the employee will be considered to be on a Monday through Friday day shift.

ARTICLE 21 - EMPLOYMENT AGENCY FEES

If employees are hired through an employment agency, the Employer is to pay the employment agency fee.

ARTICLE 22 - SICK LEAVE

In consideration of the stated sick leave benefits and the other paid time off provisions of this Agreement, the parties to this Agreement expressly waive the requirements of the San Diego Earned Sick Leave Ordinance and the California Healthy Workplaces, Healthy Families Act of 2014, and as may be amended, dealing with paid sick leave.

Section 1

(a) All full-time regular employees will receive sick days in accordance with the following schedule:

LENGTH OF SERVICE	SICK DAYS
1 Year	5 days
2 Years	7 days
3 Years	10 days

(b) Unused sick leave shall be processed for payment with the first payroll in December each year to each eligible full-time regular employee (actual payment will be received some time thereafter), in an amount not to exceed nine (9) days (ten days for the 2016 calendar year) or by mutual agreement between the Employer and the employee as paid time off to be taken at a time mutually agreed upon. Employees with three (3) or more years of service may take up to three (3) sick leave days as floating holidays (four in 2016) subject to the terms and conditions set forth at Article Six of this Agreement. Floaters so utilized shall not be counted as sick days for the purpose of cash out of unused sick days at time and one-half (1½ x) as described below.

Employees with perfect attendance will be paid time and one-half (1.5x) for the unused sick days. In the event that an employee dies, retires or becomes permanently disabled, he or his estate shall qualify for such unused sick leave payment in cash on pro-rated bases. Pro-rated sick leave shall be computed on the basis of each completed calendar month of service or major fraction thereof.

Section 2 - HOSPITAL LEAVE:

Each regular full-time employee with one (1) year or more seniority shall receive six (6) days of hospital leave each year. Such hospital leaves to be used prior to the sick leave as described in Section 1 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 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.

ARTICLE 23 - SEPARABILITY

If 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.

ARTICLE 24 - TERM OF AGREEMENT

This Agreement shall be effective February 1, 2023 and remain in force to and including February 1, 2027 and shall be considered as renewed from year to year thereafter, unless either party hereto shall give written notice to the other of their desire to amend same and such notice must be given at least sixty (60) calendar days prior to any expiration date hereof during which time changes, if any, shall be negotiated.

Signed at San Diego, California, this 17th day of April 2023

THE HERTZ CORPORATION
RENT-A-CAR DIVISION
San Diego, California

BY: _____
Jennifer Cochrum
SVP Human Resources

AUTOMOTIVE AND ALLIED INDUSTRIES
EMPLOYEES TEAMSTERS LOCAL UNION
No. 481, San Diego, California

BY: _____ 4/18/23
VICTOR D. TORRES
SECRETARY-TREASURER

APPENDIX "A"

As of agreement entered into this 1st day of March 2023 which becomes effective February 1, 2023 by and between THE HERTZ CORPORATION, RENT-A-CAR DIVISION, as specifically applying to its operation located in the city of San Diego, California and the AUTOMOTIVE AND ALLIED INDUSTRIES EMPLOYEES, TEAMSTERS LOCAL UNION NO. 481, San Diego, California

I. Minimum Starting Wage Rates. The Employer shall pay the below minimum wages to employees in the following job classifications:

Counter Sales Representatives (CSR)	$17.00/hour
Instant Return Representatives (IRR)	$17.00/hour

II. Out of Progression Wage Increases

Should there be in an increase in the City, County, State or Federal Minimum Wage, all employees below the new City, County, State or Federal minimum wage rate will be adjusted to the applicable minimum wage, plus $0.50/hour. Employees are eligible for the greater of the increase in the Minimum Wage Rate or the annual General Wage increase listed below.

All employees that are at or above minimum wage + $0.50/hour shall receive an annual contractual increase as stated below:

February 1, 2023	February 1, 2024	February 1, 2025	February 1, 2026
4.0%	3.0%	3.0%	3.0%

III. Counter Sales Representatives and IRRs, who are not Leads, will be paid Lead Pay for all hours required to conduct training of new employees as authorized by a supervisor/manager.

IV. When an opening occurs in a higher paid classification, employees in the lower classification may request a transfer to the higher rated classification. The Company shall consider the request of such employee before filling the opening with a new employee. However, the Company retains the sole right to fill the opening at its discretion.

V. LEADS

a. The Company may, at its discretion, select "Lead" Counter Sales Representatives and "Lead" Instant Return Representatives for certain shifts and duties, including but not limited to "Gold Choice" work. The Company shall have the right to select, assign, retain, and remove Leads at its sole discretion.

b. "Lead" Counter Sales Representatives & "Lead" Instant Return Representatives shall receive one dollar and seventy-five cents ($1.75) per hour above his or her regular straight time hourly rate of pay.

c. "Lead" Counter Sales Representatives and "Lead" Instant Return Representatives shall maintain seniority in their respective Rental Representative classifications.

d. Lead Rental Representative duties shall include but not be limited to the customer relations function.

e. In the event a "Lead" Counter Sales Representative or "Lead" Instant Return Representative is absent for any reason, management shall have the option of replacing him or her with a temporary "Lead" Counter Sales Representative or a temporary "Lead" Instant Return Representative.

f. The Union shall be notified of the creation of "Lead" Counter Sales Representatives or "Lead" Instant Return Representatives positions, if any, and of the employee(s) selected.

VI. Counter Sales Representatives & Instant Return Representatives

The parties agree to continue the classification of Instant Return Representatives under the following terms and conditions:

(1) Instant Return Representatives will check-in vehicles on the lot, at the car, using the IRS computer and other necessary equipment. They will also inspect the vehicle for accident damage and prepare accident reports when appropriate

(2) Counter Sales Representatives shall continue to be able to do IRS if desired (and a need exists) at their current rate.

(3) Instant Return Representatives will be able to do Counter Sales Representative work if desired (and a need exist) at their current rate.

(4) Instant Return Representatives will be given first, but not exclusive consideration for openings as Counter Sales Representatives. If selected, they will use Company seniority for vacation days and wages rate calculations.

(5) Instant Return Representatives will receive benefits as described in this Agreement.

THE HERTZ CORPORATION
RENT-A-CAR DIVISION
San Diego, California

BY: _____
Jennifer Cochrum
SVP Human Resources

AUTOMOTIVE AND ALLIED INDUSTRIES
EMPLOYEES TEAMSTERS LOCAL UNION
No. 481, San Diego, California

BY: _____ 4/18/23
VICTOR D. TORRES
SECRETARY-TREASURER

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

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04/23