

AGREEMENT  
BETWEEN  
TEAMSTERS UNION  
LOCAL 481



And  
AB CAR RENTAL SERVICES, INC.  
TECHNICIANS AND UTILITY AGENTS

MAY 1, 2024 — APRIL 30, 2027

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**AGREEMENT BETWEEN**

**AB CAR RENTAL SERVICES, INC.**

**&**

**TEAMSTERS UNION LOCAL #481**

**MAY 1, 2024 - APRIL 30, 2027**

**SAN DIEGO, CA**

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## AGREEMENT DEFINITIONS

The following definitions shall apply wherever the work or term defined appears in this Agreement unless otherwise specifically stated in this Agreement.

### 1 - Employees at the San Diego Airport

1. Oil & Tire Changer
2. Parts Person
3. Technician "B"
4. Technician "A"

### ARTICLE 1 REPRESENTATION, RECOGNITION AND UNION MEMBERSHIP

#### 1. Representation and Recognition

The Company recognizes the Union as the sole bargaining agent for its employees at the San Diego Airport or any other location where that airport may move within San Diego County as defined in Part One.

#### 1.2 - Union Membership Requirements

- (a) When a new employee is required, the Company may call upon the Local for a qualified candidate. The Company will be the sole judge of the candidate's qualifications.
- (b) The employer may procure candidates from other sources.
- (c) No applicant for employment shall be denied employment or otherwise discriminated against by reason of membership in or activities on behalf of, or representation of the Union.

(d) All employees covered by this Agreement shall become members of the Union within thirty-one (31) days from the effective date of this Agreement or within thirty-one (31) 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. "Members in good standing" shall be defined to mean employees who are members of the Union who tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.

(e) The employer shall notify the Union in writing, within seven (7) days of the start of employment of new employees covered by this Agreement.

(f) Upon written authorization voluntarily signed by an employee, the Company will deduct from the pay of such employee periodic dues uniformly required as a condition of retaining membership in the Union and initiation fees, and shall transmit the same to the Union, provided that such written authorization shall not be irrevocable for a period of more than one (1) year or beyond the termination date of this Agreement, whichever occurs sooner.

(g) The Union agrees to indemnify the Company and hold it harmless against any and all suits, claims, demands and liabilities for damages or penalties that may arise out of or by reason of any action that shall be taken by the Company for the purpose of complying with the foregoing provision of this section.

ARTICLE 2  
EMPLOYER - EMPLOYEE RELATIONSHIP

Management Rights

(a) All management rights, powers, authority and functions whether heretofore or hereafter exercised, and regardless of the frequency or infrequency of their exercise, shall remain vested exclusively in the Company. It is expressly recognized that such rights, powers, authority and functions include, but are by no means whatever limited to, the full and exclusive control, management and operation of its business; the determination of the scope of its activities; the right to establish and change shifts and schedules of work; the right to maintain order and efficiency; the right to contract or subcontract, any work (excluding work presently being performed by current bargaining union employees) the determination of the number, size and location of its facilities or any part thereof and the extent to which, and the means and manner by which, its facilities, or any part thereof, shall be operated, relocated, shut down, or abandoned; the right to terminate, merge, consolidate, sell or otherwise transfer its business or any part thereof; the determination of the number of employees, and the assignment of duties thereto and the direction of the working force, including, but by no means limited to, hiring, selecting and training of new employees and suspending, scheduling, assigning, discharging, laying off, recalling, promotion, retiring, demoting and transferring of its employees.

(b) It is the intention of the Company and the Union that the rights, powers, authority and functions referred to herein shall remain exclusively vested in the Company except insofar as specifically surrendered by express provisions contained in the other articles of this Agreement.

(c) Any grievance involving the exercise by the Company of any of its management rights hereunder may be processed through the grievance procedure.

(d) Employees shall not be held responsible for lost, stolen or damaged property, except in the case of gross negligence on the part of the employee.

## 2.2 – Written Record of Employee Discipline

(a) When the Company disciplines an employee and places a written record of the incident in the employee's personnel file, the employee so involved shall be given a copy within ten (10) days of knowledge of the occurrence. If not presented within such a period, the right to discipline shall be waived.

(b) In support of disciplinary action, no written warnings more than nine (9) months and no suspensions warnings and suspension in lieu of time off warnings more than twelve (12) months old will be considered.

## 2.3 – Local Bulletin Board Space

The Company shall make available, for Union use, space for a bulletin board at a central location. This board will be used for notices of Union meetings, elections, and results of elections. Other items or Union business which the Union may wish to post must have the prior approval of the District Manager.

## 2.4 – Stewards and Union Visitation

(a) The Steward(s) who may be appointed by the Union shall be allowed a reasonable amount of time during working hours for the purpose of investigating and disposing of grievances arising under this Agreement, but not at any time which would unreasonably interfere with the normal work duties of any employee covered by this Agreement or the normal operation of the business. Stewards are to check with the supervisor at the beginning and end of a normal shift. The supervisor shall be advised of the Steward's departure and whereabouts.

(b) The Company agrees after first having been notified by said representative, to grant any official representative of the Union the right to discuss any grievance or problem arising under the terms of this Agreement with any employee during working hours on the Company's premises and, it is mutually agreed, that there will be no unreasonable interference by the Union with the work of any employee covered by this Agreement during the regular working hours of said employee.

## ARTICLE 3 EMPLOYEE BENEFITS

### 3.1 – Jury Duty

(a) All employees who serve on a superior, municipal or federal court jury shall be entitled to pay for all scheduled hours for workdays on which they are required to report for jury duty. All employees when called for jury duty shall be considered day shift while on jury duty. Jury duty pay shall be paid only for days on which the employee would otherwise have worked his or her regularly scheduled workday, provided, however, that if an employee is excused by the court from jury duty service four (4) or more hours before the end of his or her regularly scheduled workday, he or she must report for work after being so excused by the court. The weekly work schedule for employees called to jury duty service shall be determined on a case-by-case basis, taking the employee's scheduled days off, vacation and other factors into consideration.

(b) In order to be eligible for jury duty pay, an employee who is summoned for jury duty must immediately present such summons to his or her supervisor and the employee must provide the Company with a statement signed by an official of the court certifying as to the employee's service as a juror, the date or dates and hours of service, and the compensation paid him or her, therefore.

(c) Time absent due to such leave shall be counted as time worked for the purposes of computing vacation and other benefits.

(d) Other Work at Request of Company

Any employee, who, in place of his normal work upon request of the Company, attends a Court Proceeding or Inquest, seeks evidence, or performs other work of like kind pertaining to Company affairs, shall be paid as if he were engaged in his normal work.

### 3.2 - Leave of Absence

(a) When an employee with one (1) or more years of service and who has worked at least 1250 hours during that time is unable to work because of his or her FMLA qualifying illness or injury, he or she shall receive a leave of absence for a maximum period of twelve (12) weeks under the guidelines of the Family Medical Leave Act of 1993, provided that he or she submits evidence satisfactory to the Company of his or her inability to work because of such illness or injury. Before returning to work from such a leave of absence, the employee similarly must submit medical evidence satisfactory to the Company that he or she is fully able to perform all of the duties of his or her job classification.

(b) Leaves of absence for childbirth or adoption for employees with one (1) or more years of service shall be granted, under the guidelines of the California Family Rights act and the Pregnancy Disability Act, with the total elapsed period of such leave of absence in no event exceeding six (6) months. This subsection shall be subject to state and/or federal laws pertaining to childbirth or adoption.

(c) Employees may be granted leaves of absence for non-FMLA qualifying reasons provided, however, they obtain written permission from the Company to be absent for such said period requested. Requests for leaves of absence shall be in writing and shall not be unreasonably denied. Inability to work because of illness or injury shall not constitute a leave of absence. During any such leave of absence in excess of thirty (30) days, seniority shall not accrue. An open shift created by a leave of absence shall be bid on a seniority basis within the classification.

Employees returning from a leave of absence, in accordance with the provisions of this Article, shall return to his or her same position and shift. The employee that is the successful bidder for the leave of absence position does so with the understanding that the position or shift is available only for the period of the leave of absence.

### 3.3 - Vacations

(a) Each full-time employee covered by this Agreement who has been employed by the Company for a period of one (1) year shall receive one (1) weeks' vacation with pay for five (5) days or forty (40) straight time hours.

(b) Each employee covered by this Agreement who has been employed by the Company for a period of two (2) years or more shall receive two (2) weeks' vacation with pay for ten (10) days or eighty (80) straight time hours.

(c) Each employee covered by this Agreement who has been in the employ of the Company for five (5) years or more shall receive three (3) weeks' vacation with pay for fifteen (15) days, or one hundred twenty (120) straight time hours.

(d) Each employee covered by this Agreement who has been in the employ of the Company for ten (10) years or more shall receive four (4) weeks' vacation with pay for twenty (20) days, or one hundred sixty (160) straight time hours. Each employee covered by this Agreement who has been in the employ of the Company for twenty years (20) years or more shall receive five (5) weeks' vacation with pay for twenty-five (25) days, or two hundred (200) straight time hours.

(e) Should employment be terminated on any employee for any reason, such employee shall be entitled to a pro-rata vacation pay based on forty-two percent (42%) of an eight (8) hour straight time day per month if employment is more than one (1) year duration. If employment is over two (2) years duration, such employee shall be entitled to a pro-rata vacation pay based eighty-three percent (83%) of an eight (8) hour straight time day per month. If employment is over twenty-five (25) years duration, such employee shall be entitled to a pro-rata vacation pay based on two hundred and eight percent (208%) of an eight (8) hour straight time day per month.

If employment is over five (5) years duration, such employee shall be entitled to a pro-rata vacation pay based on one hundred twenty-five percent (125%) of an eight (8) hour straight time day per month. If employment is over ten (10) years duration, such employee shall be entitled to a pro-rata vacation pay based on one hundred sixty-seven percent (167%) of an eight (8) hour straight time day per month.

(f) The Company agrees to grant paid vacation to at least three (3) employees (two on day shift and one on night shift) each week throughout the year if bid by such employees in the appropriate manner according to the established vacation selection procedure where staffing within the work group permits.

(g) Vacations will be earned as of the employee's anniversary date. The vacation bid will be for the period January 1 through December 31 of each calendar year by seniority. At the time of the annual vacation bid, employees may bid for vacation time that will be accrued during the coming calendar year. Employees may use earned vacation from anniversary date to anniversary date. Employees may not carryover unused vacation past their next anniversary date. In that case, no additional vacation time will be accrued.

#### 3.4 - Health and Welfare

Eligible employees and their qualified dependents may continue to participate in the Employer's existing group life, medical, dental, vision and prescription drug benefit plans (the "Plans"). Employees will be governed by the rules and regulations of said Plans. It is expressly understood and agreed that the Employer shall have the right, in its sole discretion, to modify, add to and delete from the terms of the Plans provided that any such modification, addition or deletion from the terms of the Plans are not discriminatorily limited in their application to only those employees of the Company who are employed in the bargaining unit. Employees shall be required to make the necessary contributions as established by the Company.

#### 3.5 - Holidays

(a) Each regular full-time current employee shall receive pay as hereinafter provided for each of the following fifteen (15) holidays during the term of this contract: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve Day, Christmas Day, and Four (4) floating holidays,

After the fifth (5th) year of service, employees will be eligible for three (3) additional Floating Holidays. Each employee must request his/her floating holiday at least three weeks in advance. The employee must have the Employer's approval and said approval will not be unduly withheld.

Seniority will apply if more than one employee requests the same day. Final approval will be granted two weeks prior to the day in question and once approved, cannot be withdrawn or changed.

The floating holiday must be taken during each contract year, or it will be lost.

(b) All employees shall be paid the above-named holidays at straight time when not worked and, in addition to holiday pay, the employee will be paid at the rate of one and one half (1 1/2) times the regular hourly rate for time worked on holidays.

(c) All holidays will be observed on the day they occur. 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 option.

(d) To be eligible for holiday pay when no work is performed, an employee must be available for work on the last regularly scheduled workday immediately prior to a holiday and the first regularly scheduled workday immediately following the holiday unless the employee can show a justifiable excuse to his employer. Employees who are scheduled to work and are able to work on a holiday and refuse to do so will not be paid for the holiday.

(e) Any employee who is required to work on any of the above-named holidays, shall receive not less than eight (8) hours pay at the holiday pay rate except that any employee who is unable to complete the workday for personal reasons shall be covered by the hours provision in Article 8, Section 8.1 (c).

(f) To be eligible for holiday pay an employee must have completed his or her probationary period.

(g) Schedule bids for holidays will be posted two weeks in advance of the holiday. Such bids will come down in eight days and final assignments will be posted five days prior to the holiday.

### 3.6 - Pension Plan

(a) Effective on May 1, 2006, bargaining unit employees may participate in the CCROS Voluntary Investment Savings Plan (401k) for Bargaining Unit Employees on a voluntary basis. For employees hired after May 1, 2006, the Company will match \$0.25 for every one dollar (\$1.00) contributed up to 6%. Effective May 1, 2010, the Company will match thirty cents (\$.30) for each dollar contributed up to 6%. Effective May 1, 2014, the Company will match thirty-five cents (\$.35) for each dollar contributed up to 6%. Effective May 1, 2019, the Company will match sixty (\$.60) for each dollar contributed up to 6%. Effective May 1, 2024, for employees hired after May 1, 2006, the Company will match \$1.00 for every one dollar (\$1.00) contributed up to 6%.

(b) For employees hired prior to May 1, 2006, the Company will initiate the CCROS Pension Plan for Bargaining Hourly Employees (defined benefit plan) to all eligible employees as provided for under said Plan. Employees shall be vested after five (5) continuous years of service. The benefit level will be at ten dollars (\$10.00) per month per year of service. Effective May 1, 2007, the benefit level will be at eleven dollars (\$11.00) per month per year of service. Effective May 1, 2008, the benefit level will be at twelve dollars (\$12.00) per month per year of service. Effective May 1, 2009, the benefit level will be at thirteen dollars (\$13.00) per month per year of service. All benefit levels shall be effective for each credited year of employment beginning with May 1, 2006, in accordance with the terms of the Plan. Effective May 1, 2012, the benefit level will be fourteen dollars (\$14.00) per month per year of service, prospective.

Effective May 1, 2013, the benefit level will be fifteen dollars (\$15.00) per month per year of service, prospective. Effective May 1, 2014, the benefit level will be sixteen dollars (\$16.00) per month per year of service, prospective. Effective May 1, 2015, the benefit level will be seventeen dollars (\$17.00) per month per year of service, prospective. Effective May 1, 2016, the benefit level will be eighteen dollars (\$18.00) per month per year of service, prospective. Effective May 1, 2017, the benefit level will be nineteen dollars (\$19.00) per month per year of service, prospective. Effective May 1, 2018, the benefit level will be twenty dollars (\$20.00) per month per year of service, prospective. Effective May 1, 2019, the benefit level will be twenty-one dollars (\$21.00) per month per year of service, prospective. Effective May 1, 2020, the benefit level will be twenty-three dollars (\$23.00) per month per year of service, prospective. Effective May 1, 2021, the benefit level will be twenty-four dollars (\$24.00) per month per year of service, prospective. Effective May 1, 2022, the benefit level will be twenty-six dollars (\$26.00) per month per year of service, prospective. Effective May 1, 2024, the benefit level will be twenty-seven dollars (\$27.00) per month per year of service, prospective. Effective May 1, 2025, the benefit level will be twenty-eight dollars (\$28.00) per month per year of service, prospective. Effective May 1, 2026, the benefit level will be twenty-nine dollars (\$29.00) per month per year of service, prospective.

### 3.7 - Compensatory Injuries

In the case of an industrial injury where the Company directs the employee to obtain treatment from a doctor on the day of the injury, such employee shall be paid at his or her regular straight time hourly rate of pay for the balance of the day not worked, provided, however, that if such employee is released by the doctor to return to work on such day, he or she must return to work as directed.

### 3.8-Sick Leave

(a) In compliance with CA law, all active full-time employees as of January 1st of each year, shall receive up to forty (40) hours of sick time pay, in addition to accruing another thirty-two (32) hours for a total of seventy-two (72) hours or nine (9) days per year. For any active Part Time employees, shall be eligible to receive a proration amount of hours of up to forty (40) hours each year.

(b) In December of each year, employees will be compensated for earned and unused sick time at a rate of 125% of the value of the sick day. Earned and unused sick days will be paid in the first pay period in December of each year. Employees achieving 100% perfect attendance (no sick time usage) will be compensated for all earned and unused sick time at a rate of 150% of the value of the sick day.

(c) Sick leave pay shall begin on the first scheduled workday of absence due to illness or injury. For the months of January and February only, employees who have not accrued or possess any paid sick time may elect to use up to two (2) Floating Holidays, if accrued.

(d) To qualify for sick leave, pay, the Company may require reasonable proof of illness or injury, including a doctor's certificate, verifying that the absence was due to a bona fide illness.

(e) Presentation of a doctor's certificate in support of a claim for sick leave pay will authorize the Company doctor or employee's manager to communicate with the employee's doctor concerning the disabling illness or injury. Any unused sick leave accumulated by present employees as of the date of this contract will expire with the termination of their employment.

(f) Sick leave pay will only be given for those days in the employee's scheduled work week and will only be given to employees who are actively employed when the illness or injury occurs. If the illness or injury occurs while the employee is on vacation, leave of absence or layoff, sick leave will not be paid.

(g) Sick leave pay shall be integrated with unemployment state disability insurance benefits, workers' compensation disability benefits, social security disability benefits and other forms of disability benefits which the Company may later provide so that the sum of the daily sick leave allowance hereunder, shall not exceed one hundred percent (100%) of the employee's regular daily wage at straight time, exclusive of the daily hospital allowance which may be payable to the employee under SDI. If the sick leave pay allowance to an employee hereunder, when so combined with any such disability daily benefits received by the employee, exceeds one hundred percent (100%) of his regular daily rate of straight time for any one day, then such sick leave pay for that day shall be reduced accordingly. Any portion of the sick leave pay allowance not received by the employee by reason of any such reduction shall be retained by the employee's sick leave account as a part of his accumulated sick leave benefits.

(h) Subject to paragraph (g) above, full pay shall mean the employee's regular straight time hourly rate for those days or hours which the employee would have worked had the disability not occurred, calculated at straight time.

(i) Each regular full-time employee with one year or more seniority shall receive up to six (6) days of hospital leave each year, at the regular straight time hourly rate of pay for eight (8) hours each day while confined in said hospital. Such hospital leave is to be used only when the employee is confined, as a patient, in a regularly constituted, licensed and accredited hospital. Hospital leave shall be used prior to any leave benefits while in the hospital. Any unused portion of the hospital leave not taken annually will not accumulate from year to year.

### 3.9 - Bereavement

(a) Where there is a death in the employee's immediate family, the employee shall, upon proper request, be granted up to one (1) week's leave of absence, with pay not to exceed three (3) working days unless the employee is required to travel five hundred (500) or more miles in which case an additional two (2) working days of pay will be available. The immediate family shall consist of the employee's current spouse, children, stepchildren, mother, father, current stepmother and stepfather, sister, brother and current mother-in-law, father-in-law, grandmother, and grandfather, current stepsister, current stepbrother, legal domestic partner and legal domestic partner's parents and grandparents.

### 3.10- Employee Parking

The Company will provide a parking area and/or transportation to a parking area if necessary, at no cost to the employee.

### 3.11- Mechanics Tool Security

The Company shall provide a safe and secure area in which the mechanic's tools can be stored when not in use. The Company shall reimburse the employee for a major loss of required hand tools due to fire, catastrophe or theft on the Employer's premises. A major loss is defined to include a hand tray of tools or a top box of tools. It is not intended that this section shall apply to the occasional loss of a single tool or small combination of tools due to petty pilferage and/or carelessness or forgetfulness on the part of the employee. Power tools furnished by employees are covered. Claims will be honored only for tools, which have been listed on an appropriate inventory form filed with the Employer. It shall be the responsibility of the service manager and/or other representative of the Employer to examine and approve all inventories submitted by employees and, except for impact wrenches, employees may be required to remove from the premises of the Employer any special tools and/or tools that the Employer deems to be in excess of the requirements of the employment.

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

The Company will be provided with a tool inventory. Tool inventory will be completed on an annual basis by January 1st each year. All new employees will complete an inventory by the end of their probationary period. A tool inventory should include the tool name, descriptions and quantity. A tool inventory may be done by videotape and/or 35mm photos. Videotape or digital pictures can be used to supplement the inventory. Company tool insurance is limited to \$35,000.

### 3.12 - Rainwear/Noise Protection Devices

The Company agrees to provide raingear and noise protection devices for all employees where it is necessary in connection with their work.

## ARTICLE 4 CONTINUOUS OPERATION

### 4.1 - Continuous Operation

It is agreed that during the life of this Agreement no strikes, work stoppages or slowdowns shall be caused or sanctioned by the Union and no lockouts shall be entered into by the Company. Any action of the Company in closing its facilities during a general strike, riot or civil commotion for the protection of the facilities and property shall not be deemed a lockout. Any action of the employees in refusing to go through a legal primary picket line, which has been sanctioned by the Union, shall not constitute cause for discharge or disciplinary action nor shall it be considered a violation of this Agreement.

## ARTICLE 5 GRIEVANCES AND ARBITRATION

### 5.1 - Grievances Defined

A grievance is defined as a dispute arising between the Company and an employee concerning alleged violation of the terms of this Agreement, or a dispute arising between the Company and an employee concerning the application or interpretation of this Agreement, or a dispute between the Company and an employee concerning alleged violation of the federal or local law governing the Company- employee relationship.

### 5.2 - Grievance Steps

Any employee who has a grievance (as defined in Section 1 above) must attempt to determine or settle it solely and exclusively by the following procedure:

Step One - The employee shall himself or through his/her steward or representative first present the matter to his/her Supply Chain Manager.

Step Two - Failing settlement under Step One, the grievance will be reduced to writing, signed by the grievant, and presented by his/her Union Representative to the authorized representative of the Company not later than ten (10) calendar days (excluding weekends & holidays) after the grievance arose, except in the case of discharge, discipline, or alleged violation of seniority provisions, in which case the grievance must be presented within five (5) days (excluding weekends & holidays) of said discharge, discipline, or alleged violation of seniority provisions, otherwise the grievance will not be eligible for further provisions of this Section.

Step Three - If the grievance is not settled at Step Two, the parties may appoint a Mediator from the California Mediation and Conciliation Service to hear the dispute and make a recommendation, such recommendation of the Mediator shall be final and binding upon both parties here to. If either party prefers not to mediate the dispute, the grievance will be submitted directly to arbitration in accordance with the provisions in 5.3.

### 5.3 - Arbitration

When the matter is not settled under Steps One, Two, and Three above, the Union and the Company shall jointly request from the Federal Mediation and Conciliation Service a list of seven (7) arbitrators, and the parties shall select therefrom one (1) arbitrator 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. 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 Company and the Union. 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.

### 5.4 - Discrimination Prohibited

There shall be no discrimination against an employee because he has presented a grievance under Section 5.2 above. No employee covered by this Agreement shall be discriminated against for activity in or representation of the Union. The use of any pronouns and/or nouns contained herein are not intended to a specific gender, but to stipulate more inclusiveness to both male and female individuals.

### 5.5 - Probationary Employees

Any employee shall be termed a "Probationary Employee" for a period of ninety (90) calendar days and has met all employment eligibility requirements as mandated by federal and state law next following his initial date of employment with the Company, during which period the Company shall have the exclusive right to discharge such employee at its own discretion. By mutual agreement, the probationary period may be extended an additional thirty (30) days.

### 5.6 - Supervisors

Supervisors shall not perform the duties regularly performed by employees covered by this Agreement to the extent that such activity itself would actually eliminate any full-time positions.

## 5.7- Employees not in the Bargaining Unit

Employees of the Company who are not within the bargaining unit represented by the Union shall not be assigned to perform work or other duties normally performed by employees of the Company within the bargaining unit except in the case of a short- term emergency.

## ARTICLE 6 SENIORITY

### 6.1 Determination of Seniority

(a) The seniority of any employee shall be determined according to the length of time of unbroken service as an employee of the Company, elapsing from the date he first entered the employ of the Company provided that his time of service shall not be considered broken while absent because of sickness, injury or while on leave of absence from the Company as provided under Article 3, Section 3.2. A part-time employee with fewer than ninety-six (96) regularly scheduled hours per month will not be entitled to fringe benefits. Part-time employees who work for the Company ninety-six (96) or more regularly scheduled hours per month shall accrue seniority and be entitled to vacations, holidays, jury duty, hospital leave, and sick leave on a pro-rata basis and shall be covered under the provisions of Health and Welfare as described in Article 3, Section 3.4, of this Agreement.

(b) The Company and the Union agree that the employees will be placed on seniority lists according to their respective classifications under Section One hereof as of the date of this Agreement, which lists shall also indicate the employee's status as full-time, part-time, or leads. New employees will be added to the seniority list as of the date and hour of employment, subject to Article 5, Section 5.6. Every three (3) months, the Company shall prepare and post a list of employees in the order of their seniority in each job classification. Copies of such a list shall be made available to the Union upon request. Within thirty (30) days after the posting of the initial seniority list under this Agreement, an employee may file a grievance with respect thereto, but after such thirty (30) day period, no grievance may be filed by an employee with respect to such seniority list.

- (c) Seniority will prevail within the job classification for layoff or rehire.
- (d) Seniority shall be broken by:
  1. Discharge for cause.
  2. Voluntary termination.
  3. Six (6) consecutive months on layoff from the Company.
  4. If an employee is unable to work or on leave for more than twelve (12) consecutive months unless otherwise prohibited by state, federal or local law.
- (e) All employees are to be given written notice or notice posted on a bulletin board of impending layoffs a minimum of five (5) (days (excluding weekends & holidays) prior to the commencement of such layoffs.

(f) 1. Reduction of forces due to lack of work shall be by seniority. The last employee hired shall be the first employee laid off and, in rehiring, the last employee laid off in the classification, provided he is capable and qualified, shall be the first employee hired.

2. Seniority will prevail by classification, and, in the event of layoff, the displaced employee may bump a junior employee in that classification or may bump a junior employee in a lower classification if he/she is qualified to perform the job. When an employee exercises the right to bump into a lower classification, the employee will adhere to that classification for pay and rights under this Agreement.

3. In the case of a temporary short-term reduction of the workforce, such as during the holiday season or for unexpected business necessity, upon seven (7) days' notice, the Company may ask employees for voluntary time off. If desired levels of staffing are not so met, the Company may further reduce staffing by classification and seniority requiring least senior employees on those shifts to take scheduled days off.

(g) In the event of a layoff, an employee so laid off shall be given five (5) days' notice of recall by registered or certified mail to his last known address. The employee must respond to such notice within three (3) days after receipt thereof and actually report for work in five (5) 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.

(h) As openings occur, excluding lead positions, management will observe seniority in the selection of applicants and, so far as practicable, will observe seniority in vacation assignment, but seniority will not be permitted to interfere with the efficiency of operations.

(i) A five (5) day written notice shall be given to employees by posting it on the Company bulletin board with regard to any job opening, change in shift, or the creation of a new shift. Postings shall include hours of work, work week, rate of pay, and a description of the primary duties such job or shift entails. Opening of shift due to termination, which the Company desires to fill, shall be bid by seniority and the position will be filled as early as the Company is assured that a more senior qualified employee is not available that would request said shift. Openings created as a result of the initial bid, which the Company desires to fill, shall also be offered to employees within the bargaining unit in the same manner as the initial bid. Additional openings created after the second opening shall be filled by the Company by new hires or in any manner at its discretion. Any employee on an authorized leave of absence will be considered to fill openings in conformity to their seniority position, if not otherwise declined by the employee.

(j) An open shift schedule change or job opening shall not occur or be subject for bid unless the schedule is changed by more than six (6) hours over a week's period or the primary job duties have been changed. A counter change will not be considered an open shift.

(k) Employees who are absent from work, for any reason, must give the Company advance written notice of their desire to be considered for a specific vacancy that may become open during their absence, and they must be available to fill such vacancy at the time required by the Company.

(l) Whenever overtime work is available as a continuation of a shift it will be assigned by seniority to the employees already working at that time. Whenever overtime work is available, except as a continuation of a shift, it will be assigned by seniority within said shift (i.e. day shift or night shift) providing that said employee is available when called and qualified to perform the duties required by said assignment. In the event no employee within a shift accepts an overtime assignment, the employee with the least amount of seniority must accept said assignment. Employees may make one phone call, if necessary, to make arrangements when mandated to work overtime. Employees shall be notified of mandatory overtime no less than two (2) hours prior to the end of their shift. Employees who obtain management approval to trade a non-workday with a co-worker shall fall to the bottom of the seniority list for overtime assignments for that day.

(m) All requests by the employees for variations to existing schedules or requests by employees for permission to leave their shift before the scheduled end of their shift shall be granted at the discretion of management on the basis of seniority where practicable.

(n) Employees transferring from one classification to another shall have ninety (90) days in which to return to their old classification without loss of seniority in their old classification. During the ninety (90) day period the employee shall be paid the lowest rate of the new classification but in no event less than the rate of pay they held in their old classification. After ninety (90) days in the new classification, they shall be paid the rate of pay to which Company seniority entitles them to in the new classification. Employees transferring back to their old classification during the ninety (90) day period will take whatever shifts are available and will not be able to exercise their seniority until the next shift bid.

(o) There will be a minimum of two (2) Master Shift bids per year, at six (6) month intervals.

## ARTICLE 7 WORKING RULES

### 7.1 - Time of Report for Duty

All employees will report for duty at such a place as designated by the Company by punching or filling in their respective assigned timecards as directed by the Company.

### 7.2 - Uniforms

The Company will supply, maintain, clean and launder all employees' uniforms with no cost to the employees.

## ARTICLE 8 WORK WEEK

### 8.1 - Work Week and Assignments

(a) For full-time employees, the work week shall consist of five (5) consecutive days of eight (8) hours each, with part-time employees scheduled up to twenty-eight (28) hours a week, and where schedules may vary based on business needs and availability. A part-time employee with fewer than one hundred twelve (112) regularly scheduled hours per month will not be entitled to fringe benefits. Part-time employees who work for the Company one hundred twelve (112) or more regularly scheduled hours per month shall accrue seniority and be entitled to vacations, holidays, jury duty, hospital leave, and sick leave on a pro-rata basis and shall be covered under the provisions of Health and Welfare as described in Article 3, Section 3.4, of this Agreement.

(b) Overtime shall be paid at time and one-half (1-1/2) the employee's straight time hourly rate for all hours worked in excess of eight (8) hours in any one day or forty

(40) hours in any one week. Holiday and vacation hours paid but not worked shall be considered as time worked for purposes of computing overtime pay. All work performed on the sixth (6th) consecutive day of a full-time employee's work week shall be paid at one and one-half times (1-1/2x) the employee's straight time hourly rate. All work performed on the seventh (7th) consecutive day of a full-time employee's work week shall be paid at one and one-half times (1-1/2x) the employee's straight time hourly rate up to eight (8) hours, and at two times (2x) the employee's straight time hourly rate after eight (8) hours. Payment for hours worked on the sixth (6th) or seventh (7th) consecutive day will not be made as above if the employee works the sixth (6th) or seventh (7th) consecutive day as a result of a shift bid, shift change, or voluntary trading of shift.

(c) All full-time employees asked by or receiving a call from the Employer and who work less than four (4) hours shall receive not less than four (4) hours' pay. All full-time employees who work more than four (4) hours, but less than eight (8) hours shall receive not less than eight (8) hours pay.

(d) Non-paid lunch period shall not exceed thirty (30) minutes as determined by the Company.

(e) **Meal Periods:** The Company provides an uninterrupted, unpaid, thirty (30) minute meal period for employees who work more than five (5) hours, and a second uninterrupted, unpaid, thirty (30) minute meal period for employees who work more than ten (10) hours. Managers (or their designees) schedule these meal periods. Employees who work six (6) or fewer hours and wish to waive their first meal period may do so by signing a meal period waiver form available from Human Resources. Likewise, employees who work twelve or fewer hours and who have not waived their first meal period may waive their second meal period by signing the second meal period waiver form also available from Human Resources. Employees must accurately record the start and stop times of their meal periods and take a full thirty (30) minute meal period. Employees are expected to start their first meal period before they work more than five hours. If they are entitled to a second meal period, and choose not to waive it, said meal period should start before they work more than ten hours. Employees are free to leave the premises during their meal period. Should an employee anticipate the inability to take a meal break at the scheduled time, or on a timely basis, they must notify a manager.

(f) **Rest Periods:** Employees are allowed a paid, ten (10) minute rest period for each four (4) hours of work or a major portion thereof. Managers will schedule rest periods. Employees are expected to observe their assigned working hours and the time allowed for rest periods. Employees should remain on the premises during their rest periods but are allowed to go to the break room, rest room, or outside. Employees must not take more than a net ten (10) minutes for each rest period (that is, an employee should be away from their immediate work area for no more than a total of ten (10) minutes. Should an employee anticipate the inability to take a rest break at the scheduled time, or on a timely basis, they must notify a manager.

Failure to comply with the requirements outlined above is grounds for disciplinary action, up to and including the separation of employment.

(g) Where feasible and practical, the Company can, at its discretion, establish a work schedule of four (4) ten (10) hour days in one week.

(h) Where practicable, permanent schedules shall allow at least ten (10) hours of non-work time between the end of an employee's shift and the start of the employee's next shift.

(i) Employees shall attend meetings required by the Employer and shall be paid for time spent in attendance at said meetings.

(j) The Employer may request an employee to take a physical examination but must bear the cost of any physical examination and pay for actual time to take the examination.

## ARTICLE 9 WAGES

(a) Employees with one (1) year or more of service shall receive the increases as follows:

Effective 05/01/2024: \$1.00

Effective 05/01/2025: \$0.50 Effective 11/01/2025: \$0.50

Effective 05/01/2026: \$0.50 Effective 11/01/2026: \$0.50

(b) Start Rates : Effective May 1, 2024, straight time hourly wage rates for all employees in the bargaining unit shall be as set forth below:

Technician A : \$34.00 per hour

Technician B : \$32.00 per hour

OTC : \$20.00 per hour

Parts Person : \$21.50 per hour

Any year that an employee does not receive an increase, he/she will receive an increase as provided for above on the contract anniversary date. Employees will be eligible to receive the starting wage rate increase or the CBA anniversary increase, whichever is greater, but not both. The anniversary month of the contract will become the date for wage rate adjustments. New employees will start at the start rate and will receive their first increase on the first anniversary month of the contract following their date of hire. New employees, who are in their probationary period when the scheduled progression increase occurs, will not receive their next progression increase until the completion of their probationary period. Wages now in effect which are more beneficial to the employees than those stipulated in this Agreement shall not be reduced or discontinued.

#### 9.2- Night Shift Premium

Those who are scheduled to start work on or after 2pm, but before 5 am, shall receive a shift premium allowance of one dollar (\$1.00) per hour in addition to their regular wage rate.

#### 9.3- Premium Pay

Lead persons shall be paid a one dollar and fifty cent allowance (\$1.50) per hour above their current base hourly wage. In addition, Lead responsibilities include, but are not limited to:

- o Review shop reports with management to assist in determining vehicle repair needs.
- o Walk the lot to triage vehicle for repairs.
- o Meet with management daily to review shop objectives and business priorities
- o Participate in pre-shift meetings to assist in the Daily Game plan, and in communicating with shop personnel.
- o Assist in training, monitoring of shop productivity, and help drive shop productivity and efficiency results.
- o Proactively ensure that all shop/scan tools are working, and subscriptions do not expire. Advise management of any equipment repairs requiring service or replacement.
- o Proactively lead the charge with idle vehicles on the lot, ensuring timely diagnostic and assigning techs/following up on aging vehicles
- o Canvas the tow in area daily to ensure repairable vehicles are not left sitting
- o Review and verify any technician requests to vend a vehicle to a dealer or sublet vendor. Consult with management for non-warranty vended repairs
- o Monitor break and timekeeping compliance
- o Assist and advise other shop personnel, where needed, with difficult or complex repairs.
- o Perform other reasonable tasks as requested by management.

Leads shall be appointed and assigned at the discretion of management.

#### 9.4-Work Premium

If a person works in a position with a wage scale higher than his or her scale, he/she is to be paid the higher scale rate for the actual time worked in that position at the entry level rate of pay.

#### ARTICLE 10 MILITARY DUTY

The Company will comply with any federal, state or local law pertaining to the armed forces and/or military duty.

#### ARTICLE 11 MOONLIGHTING

No employee shall accept employment with any competitor of the Company. This section applies to employees on authorized leave of absence.

#### ARTICLE 12 SAFETY MEASURES

The Employer shall make reasonable provisions, required by law, for the safety of its employee during the hours of their employment. Any employee involved in any accident shall immediately report said accident and any physical injury sustained. The employee will be given a copy of his/her accident report when requested.

The Employer has an Injury and Illness Prevention Plan, which is designed to protect employee safety and require the reporting of any job-related illness or injury or any unsafe working condition.

#### ARTICLE 13 DRUG AND ALCOHOL FREE WORKPLACE POLICY

All employees are covered by a Drug and Alcohol Policy which prohibits the use, sale, distribution, or being under the influence of any illegal drug, controlled substance, or alcoholic beverage while the employee is on work time, on business premises, or while using any Company vehicle or equipment. This Policy includes the testing of any employee suspected to be in violation of any provision of the Policy. The Company and the Union believe that it is in the best interest of all that this Policy be strictly enforced at all times. Employees will receive and should carefully review a full copy of the policy and should feel free to ask their supervisor should they have any questions.

#### ARTICLE 14 CHANGE IN WORK RULES

Any change in work rules shall be posted at or near the time clock at the main office for a period of ten (10) days prior to enforcement.

ARTICLE 15  
TERMS

15.1 - Effective Date and Duration of Agreement

(a) This Agreement will be in effect from the date hereof to and including May 1, 2024, through April 30, 2027, and will remain in effect from year to year thereafter unless changed or terminated as hereinafter provided.

(b) Either party desiring to negotiate any changes or modifications in this Agreement to become effective at the end of the term of this Agreement or any annual extension thereof will notify the other party, in writing, of its desire to enter into negotiations for that purpose at least sixty (60) days prior to the expiration date of the term of this Agreement or any annual extension thereof.

(c) Either party desiring to terminate this Agreement, or any annual extension thereof will notify the other party in writing of its decision to terminate at least sixty (60) days prior to the expiration date of the Agreement or any annual extension thereof. It is expressly understood that if either party gives such notice of termination, the Agreement or any annual extension thereof will terminate at the expiration date of the Agreement or any annual extension thereof despite the fact that either party may have served written notice upon the other party pursuant to sub-section (b) above.

(d) Notice of termination or notice of requested changes and modifications by either party to this Agreement must be made by Registered or Certified Mail, addressed to the Company at its principal office at 379 Interpace Parkway, Parsippany-Troy Hills, New Jersey, 07540 or to such other office address as the Company may later designate; and addressed to the Union Local #481 at 2840 Adams Avenue, Suite 202, San Diego, California 92116, or to such other office mailing address as the Local may later designate.

ARTICLE 16  
SUBORDINATION

1.1-Agreement Subordinate to Any Law

(a) It is understood and agreed that the provisions of the Agreement shall be subordinate to any present or subsequent Federal, State or Municipal law or regulation to the extent that any portion hereof is in conflict therewith, and nothing shall require the Company to do anything inconsistent with the charters, franchises, permits, Certificates

of Public Convenience and Necessity, or laws under which it may from time to time operate or exist.

(b) Should any provision of this Agreement be in conflict with any Federal, State, or Municipal Law or regulation the remaining provisions shall continue in full force and effect. Both parties shall meet within thirty (30) days for the purpose of renegotiating the provision or provisions so invalidated.

AB CAR RENTAL SERVICES, INC.

BY: Eric Pollack

Date: 09 / 17 / 2024

AUTOMOTIVE AND ALLIED INDUSTRIES EMPLOYEES OF SAN DIEGO COUNTY LOCAL NO. 481 AFFILIATED WITH INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AFL-CIO

BY: Vicar D. Torres  
Date: 9/17/24

APPENDIX A  
WAGES AND QUALIFICATIONS

TECHNICIAN PROGRAM REQUIREMENTS (MINIMUMS):

Technician "A": Certified in 6 ASEs and completed all Company Technician related courses as designated.

Technician "B": Certified in 3 ASEs and completed all Company Technician related courses as designated.

In addition, Technicians may continue to advance in ASE certification above their current position requirements to a maximum of eight (8) ASEs (A1 – A8) and receive an additional forty cents (\$0.40) per ASE certification.

I. JOB DESCRIPTIONS

It is recognized by the Employer and the Union that the items listed below are examples of major duties and responsibilities.

Auto Technician "A": As an Auto Technician "A", an individual shall obtain and maintain Technician Program level status. As such, he/she must be qualified to use specialized diagnostic equipment, have a thorough knowledge of completion mechanical and electrical systems, and perform state inspection. An Auto Technician "A" must be able to diagnose, repair and rebuild complete mechanical and/or electrical systems of vehicles in the fleet as needed and feasible within current repair parameters. Minimum requirements of 6 ASE certifications achieved and maintained along with appropriate training courses.

Auto Technician "B": As an Auto Technician "B", an individual shall obtain and maintain Technician Program level status. As such, he/she must be qualified to use specialized diagnostic equipment, have good basic knowledge of complete mechanical and electrical systems. An Auto Technician "B" must be able to perform basic diagnoses, repair and remove and replace ("R&R") mechanical and electrical systems of vehicles in fleet, processing new, sold and ride-share vehicles as the Company requires. An Auto Technician "B" shall be able to perform duties of a higher classification with the permission of a Manager to be overseen by an Auto Technician "A". Minimum requirements of 3 ASE certifications achieved and maintained along with appropriate training courses.

Oil & Tire Changer (OTC): Any person in this classification shall meet all qualifications as required and performs work on Company vehicles, including but not limited to performing oil changes and tire repairs/replacement, as well as preventive maintenance ("PM") functions, preventative maintenance; minor vehicle repairs and minor warranty work; changing and mounting tires, processing new, sold and ride-share vehicles as the Company requires and service checks on vehicles in fleet. All individuals within this classification shall also assist in the general repairs of automobiles of a higher classification with supervision by a Manager or his/her designee.

II. ASE Premium Pay Allowance

As of the date of this Agreement, Technicians who achieve or increase their level within the Technician Program, according to Technician Program Requirements, shall receive in addition to their base rate of pay, ASE Premium Pay Allowance in accordance with the Program level the employee achieves and maintains.

Note:

1. The Company will designate, at its sole discretion, required ASE certification and supporting Technician Program course work that is required and must be completed at all levels. The Company will not assign a technician more than sixty (60) hours of training courses a year, provided that the Company will allow an additional 25% above the time allotted to complete a training course. Depending on the number of training courses and allotted, the employee will be required to take a maximum of 1.5 hours per week, paid, towards the completion of assigned training courses. Failure to take and successfully complete the assigned training courses will subject the employee to job classification reduction and corresponding wage rate reduction.
2. The Company Program and ASE program are part of a nationwide effort by the Company. This program is in place and operating in other Company locations. Technicians that complete courses in the next higher Technician Program level will only be considered for the next higher level when there is a position available.
3. All Technicians will be required to attend shop training classes in addition to Technician Program-related courses (examples of shop training classes are: safety training, model updates, hand control installation). When manufacturer training schools become available and management elects to send employees, technicians will be afforded an opportunity to attend.
4. The Company agrees to consider individual personal circumstances such as leaves of absence, emergencies, and death in the family in the event an individual misses the ASE certification test.
5. The Company will give interested and qualified Oil & Tire Changers (OTC) and Technicians consideration for openings in the Technician classification before hiring from the outside.
6. Shop Coverage. Pursuant to business supply needs and demand, on a daily basis, the Company retains its option to vend work on site as needed provided current overtime is open, and the work is offered to employees on shift. Each occurrence shall be communicated to the Shop Steward, and communication to the Union Business Representative.
7. The Company will provide a tool allowance of four hundred fifty dollars (\$450.00) per year of the Agreement to Technicians, upon presentation of receipts, to be paid on the employee's anniversary date.
8. The Company will reimburse technicians for the cost of obtaining and maintaining required ASE certificates.

Notes: - Update all references regarding training as Company Technician Program.

LETTER OF AGREEMENT  
ASE / Company Technician-OTC Shop Training

Effective thirty (30) days from CBA ratification, the Company agrees to meet and review ASE/Technician – OTC training requirements, discuss training initiatives and tracking methods to ensure certification by employees within classifications are met with the Technicians and OTCs.

Additionally, the Company agrees to meet with each individual employee, outline their current training needs assessment and develop individualized plans to help maintain certifications, and to initiate a monthly shop meeting and criteria.

Shop Training Structure

Company Technician and OTC Program education and evaluation processes includes, but is not limited to:

1. **Evaluate:**  
"Racking"  
Flat Tire Repair  
Oil Change Process Computer/CDK support Tire Rotation Process
3. **Educate:**
4. Oil Change Process  
Tire inspection, installation & repair Basic inspection process  
Tools identified / needed for repairs
5. **Reevaluate:** Repeat process and re-evaluate results
6. **Training Subject Matter to include, but not limited to:**
  - Tire Inspections
  - PM process
  - OEM Training (GM, Ford, Stellantis, etc..)
  - ASE Preparation (Brakes, Steering / Suspension, ext.),
  - Partner Training (AutoZone, NAPA, ATD, NTW, etc...)..."

AB CAR RENTAL SERVICES, INC.

AUTOMOTIVE AND ALLIED INDUSTRIES EMPLOYEES OF  
SAN DIEGO COUNTY LOCAL NO. 481 AFFILIATED WITH  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AFL-CIO

BY: Eric Pollack

Date: 09 / 17 / 2024

BY: Eric Pollack

Date: 9/17/24

LETTER OF AGREEMENT  
Oil & Tire Changers (OTC)

In addition to base rate of pay, OTCs who successfully achieve the following ASEs shall receive an additional FORTY cents (\$0.40) per ASE (up to 3 ASE maximum):

Steering & Suspension Brakes Electrical      AC/HVAC

AB CAR RENTAL SERVICES, INC.

BY: Eric Pollack

Date: 09 / 17 / 2024

AUTOMOTIVE AND ALLIED INDUSTRIES EMPLOYEES OF  
SAN DIEGO COUNTY LOCAL NO. 481 AFFILIATED WITH  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AFL-CIO

BY: Victor D. Torrealba

Date: 9/17/24

LETTER OF AGREEMENT

Vacation Conversion

Within 90 days from CBA ratification, the parties agree to meet to review and discuss the potential for converting vacation PTO from an anniversary year to a calendar year process.

AB CAR RENTAL SERVICES, INC.

BY: Eric Pollack

Date: 09 / 17 / 2024

AUTOMOTIVE AND ALLIED INDUSTRIES EMPLOYEES OF SAN DIEGO COUNTY LOCAL NO. 481 AFFILIATED WITH INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AFL-CIO

BY: John Ward Tynes

Date: 9/17/24

LETTER OF AGREEMENT

TEMPORARY STAFFING

On an interim basis only, the parties agree that the Company may have the option to employ temporary staff. This agreement aims to not only help avoid having to maximize mandatory staffing needs under the current work force, but allow for flexibility in scheduling, covering PTO requests and onboarding new hires more efficiently, all while the parties' work to meet staff needs. While the Company continues to fulfill staffing needs and active hiring, the Company may also employ the use of temporary staff provided scheduled voluntary overtime is available to current employees to select and be scheduled in for support of business needs, May 1st through October 15th and the week leading up to the Thanksgiving and Christmas holiday, notwithstanding any potential extensions to this Agreement, as agreed to by the parties. During this time, the Company would provide for the following:

1. Schedules will continue to be bid on by seniority for current full and part-time employees. Any uncovered schedules would then be considered for coverage by temporary help.
2. Voluntary overtime shall remain open and available to all current employees, based on seniority. Where scheduling needs are not sufficiently covered by current staff, the Company may then employ temporary help to meet work needs.
3. Local management will work directly with the shop steward(s) and communicate the staffing needs and operational needs on a weekly basis.
4. Local management will provide the Union with a staff update on all current employees, including new hires, on a bi-weekly basis.
5. It is understood and agreed that any changes or updates to this LOA (including time extension of staff help) must be done so at the agreement of the parties.

AB CAR RENTAL SERVICES, INC.

BY: Eric Pollack

Date: 09 / 17 / 2024

AUTOMOTIVE AND ALLIED INDUSTRIES EMPLOYEES OF SAN DIEGO COUNTY LOCAL NO. 481 AFFILIATED WITH INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AFL-CIO

BY: John Ward Tynes

Date: 9/17/24

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made and entered into on this day of May 2006, by and between Avis Budget Car Rental Operations Support, Inc., (hereinafter referred to as the "Employer" or the "Company,") and the Automotive and Allied Industries Employees of San Diego Teamsters Union Local481,(hereinafter referred to as the Union)."

On or about May 1, 2006, the Company plans to consolidate the car maintenance functions of Avis Rent A Car System, Inc. ("Avis") and Budget Rent A Car System, Inc. ("Budget") at its facilities located at the San Diego International Airport.

The Union is the exclusive bargaining representative of the bus mechanics, mechanics, journeymen, craftsmen, grandmasters, parts person and lube persons/utility agents currently employed by Avis at the San Diego International Airport. These employees are currently included in a bargaining unit with other job classifications at the San Diego International Airport and are governed by a collective bargaining agreement with the Union which expires on August 31, 2007.

The Union also is the exclusive bargaining representative of the bus mechanics, mechanics and lube persons currently employed by Budget at the San Diego International Airport. These employees are currently included in a bargaining unit with other job classifications at the San Diego International Airport and are governed by a collective bargaining agreement with the Union which expires on October 31, 2010.

In order to allow for the orderly consolidation of these maintenance functions, the parties agree as follows:

1. Employer: Upon consolidation, bus mechanics, mechanics, journeymen, craftsmen, grandmasters, parts person and lube persons/utility agents currently employed by Avis at the San Diego International Airport and the bus mechanics, mechanics and lube persons currently employed by Budget at the San Diego International Airport will become employees of the Company.
2. Agreement: Upon consolidation, the Company and the Union will enter into a new collective bargaining agreement specifically covering the job classifications set forth in paragraph 1 above.
3. Benefit Entitlement For purposes of benefit entitlement, upon consolidation, the former Avis employees and the former Budget employees shall retain their total service seniority with either Avis or Budget, respectively.
4. Shift Bids Vacation Scheduling/Layoff and Recall: For purposes of shift bids, vacation scheduling, layoff and recall, the former Avis employees and the former Budget employees shall retain their total job classification seniority with either Avis or Budget, respectively. In particular, there will be a complete dovetail of seniority by job classification.

5. Classification and Wages: The classification and base wages for the consolidating employees is set forth in Appendix A.
6. 401 Eligibility: Former Avis Employees: The former Avis employees' eligibility to participate in the Avis Voluntary Investment Savings Plan (401K) shall cease effective April 30, 2006. Former Budget Employees: The former Budget employees' eligibility to participate in the Budget 401K Plan for Bargaining Unit Employees shall cease effective April 30, 2006.
7. Avis Pension Plan (Defined Benefit Plan): Effective April 30, 2006, the former Avis employees' eligibility to participate in the Avis Rent A Car System, Inc. Pension Plan for Bargaining Hourly Employees (the "Avis Plan") will cease. The accrued benefit level and the number of years of accrued Credited Service for purposes of benefit calculation in the Avis Plan became frozen as of that date.
8. AB Flat Dollar Plan (Defined Benefit Plan): Effective May 1, 2006, the Company will initiate the AB Pension Plan for Bargaining Hourly Employees (defined benefit plan) to all eligible employees as provided for under said Plan. For purposes of vesting, service with either Avis or Budget, respectively, and AB will be counted. Accrued credited service shall commence on May 1, 2006. For the former Avis employees only, for retrospective benefit multipliers, the following formula will apply: (Years of Credited Service with Avis plus Years of Credited Service with AB) x (Applicable Multiplier) minus (Years of Frozen Credited Service with Avis x Frozen Multiplier under Avis Flat Dollar Plan).
9. Future Status: In the event the Company decides to unwind the consolidation of the maintenance functions at the San Diego International Airport, the former Avis employees and the former Budget employees, respectively, will be restored to available positions at their former employer by qualification and seniority. For example, if two or more employees are equally qualified for the position, as determined by the Company, then seniority shall control. In such instances, such employees shall be restored to their original bargaining units. In the event that the Company determines to sell, transfer or otherwise dispose of its interests in either Avis or Budget, or both, prior to such sell, transfer or other disposition, the former Avis employees and the former Budget employees, respectively, will be restored to available positions at their former employer by qualification and seniority. For example, if two or more employees are equally qualified for the position, as determined by the Company, then seniority shall prevail. In such instances, such employees shall be restored to their original bargaining units. In the event that the Company determines to shutdown either Avis or Budget in its entirety (such that a single rental car maintenance shop remains), available positions for the single maintenance shop shall be offered first to those employees who were previously employed by the remaining rental car company by qualifications and seniority. Any positions available after such process shall then be offered to the remaining employees by qualifications and seniority. For example, if two or more employees are equally qualified for the

position, as determined by the Company, then seniority shall prevail. In all of the above cases, the employee shall retain their total service seniority with their former employer (Avis or Budget) and the Company.

10. Transfers: In the event that an Avis or Budget employee is transferred into the bargaining unit, the Company will recognize such employee's total service seniority for benefit entitle purposes. However, for shift bid, vacation scheduling and layoff and recall, the employee's date of entry into the job classification shall apply.

Kindly evidence your agreement to these terms and conditions by signing below.

AB CAR RENTAL SERVICES, INC.

BY: Eric Pollack

Date: 09 / 17 / 2024

AUTOMOTIVE AND ALLIED INDUSTRIES EMPLOYEES OF  
SAN DIEGO COUNTY LOCAL NO. 481 AFFILIATED WITH  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AFL-CIO

BY: JK

Date: 9/17/24

MEMORANDUM OF AGREEMENT

VACATION ACCRUAL CAP

Pursuant to CA law regarding the maximum vacation accrual, the annual cap will not exceed 1.75 times the yearly accrual rate for employees cover by this Agreement.

For example: If an employee is eligible to accrue ten (10) days of vacation per year, the maximum accrual cap is 17.5 days, even when the time is carried over to the following year. In this example, the employee must ensure that he/she has less than 17.5 vacation days available to use in order to continue to accrue vacation time.

Terminating employees will be paid out accrued vacation in accordance with CA state law

AB CAR RENTAL SERVICES, INC.

BY: Eric Pollack

Date: 09 / 17 / 2024

AUTOMOTIVE AND ALLIED INDUSTRIES EMPLOYEES OF  
SAN DIEGO COUNTY LOCAL NO. 481 AFFILIATED WITH  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AFL-CIO

BY: JK

Date: 9/17/24