

AGREEMENT

By and Between

THE HERTZ CORPORATION

and

**LOCAL UNION NO. 856
Affiliated with the International Brotherhood
of Teamsters**

October 1, 2017 - September 30, 2021

Rental Representatives, Instant Return Representatives and Clerks

San Francisco, Bay Area, CA

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AGREEMENT

THIS AGREEMENT entered into as of this 17th day of May, 2018, between the HERTZ CORPORATION, Hertz Brand Rent A Car Division, San Francisco, California, hereinafter referred to as the "Employer", and FREIGHT CHECKERS, CLERICAL EMPLOYEES & HELPERS UNION LOCAL NO. 856, International Brotherhood of Teamsters, hereinafter referred to as the "Union", covering Hertz Brand car rental agents and clerical employees of the Employer in company offices in San Francisco, Alameda, Contra Costa, San Mateo, Marin and Santa Clara Counties.

THIS AGREEMENT shall be in full force and effect from October 1, 2017, to and including September 30, 2021.

THIS AGREEMENT shall be considered renewed from year to year subsequent to the expiration date unless either party hereto gives written notice to the other party of a desire to alter, modify, or change this Agreement. Said notice shall be given at least sixty (60) days prior to the expiration thereof.

If either party is served with notice of a desire to change or modify this Agreement, negotiations must commence within fifteen (15) days of such notice.

ARTICLE 1: RECOGNITION AND HIRING

SECTION 1. Recognition: The Employer recognizes the Union as the exclusive representative of the employees covered by this Agreement for collective bargaining. As a condition of employment, after thirty (30) calendar days from the effective date of this Agreement, or after thirty (30) calendar days from the date an employee is hired, whichever is later, all employees covered by this Agreement shall be required to become and remain members of the Union in good standing. The Union agrees that written notice shall be given to the Employer at least seventy-two (72) hours before any employee is required to be removed from his employment by reason of his failure to become or remain a member of the Union, as required by this Article.

SECTION 2. Hiring New Employees: The Employer shall give the Union equal opportunity with all other sources to refer suitable applicants, including those with previous car rental experience, for employment, but the Employer shall not be required to hire those referred by the Union or any other particular source. No applicant will be preferred or discriminated against by the Employer because of membership or non-membership in the Union.

SECTION 3. Notification to the Union: The following information will be given in writing by the Employer to the Union within seven (7) calendar days from the date of hiring new employees: (1) Name, home address, and social security number of employee; (2) date employed and the hourly rate of pay. Employees with same date of hire shall be placed on the seniority list by date and time of application.

SECTION 4. New Hires: All employees hired shall be on probation during the first ninety (90) calendar days of their employment and may be subject to discharge during this period without recourse. This period may be extended for an additional thirty (30) calendar days upon mutual agreement.

ARTICLE 2: PREVIOUS EMPLOYMENT EXPERIENCE

SECTION 1. All newly hired car rental agents and clerical employees who have two (2) or more years of experience in the employment of car rental companies or the equivalent experience, shall be hired at the corresponding wage rate in the classification based on experience as described in the Wage Schedule, provided such employees in the judgment of the Employer are capable of performing the work for which they are employed.

SECTION 2. Any employee who shall have been an employee of the Employer outside of the jurisdiction of the Union, as provided by this Agreement, and who shall transfer into employment covered by this Agreement, shall be paid at the rate provided in the Wage Schedule of Article XXXVII corresponding to the years of seniority with Employer held by any such transferring employee. The transferring employee shall not suffer any reduction in his rate of pay due to this Article.

SECTION 3. Any employee who has worked for the same Employer in another location outside of the jurisdiction of the Union, shall have past service credit given for vacation purposes in order to determine only the number of weeks of vacation earned. The transferring or hiring shall take place within 90 calendar days from their last day worked in order to qualify for the above.

ARTICLE 3: COVERED AND EXEMPT POSITIONS

SECTION 1. Excluded from this Agreement are Managers, Supervisors having the authority to hire and/or discharge, and Confidential Employees as defined in the Labor-Management Relations Act of 1947.

SECTION 2. Exempt employees shall not perform work within the jurisdiction of this Agreement except in cases of bona fide emergency where no regular employee is

available to perform the work or in the event of a sudden increase of the work load beyond the Employer's control.

ARTICLE 4: SENIORITY

SECTION 1. In cases of layoff and recall, seniority shall apply as defined in this Article.

SECTION 2. Promotion to higher paid jobs or better jobs with equal pay shall be based on seniority provided that the employees involved are capable of performing the work.

SECTION 3. Employees shall not acquire seniority for bidding and layoff purposes until they have been employed by the Employer for a period of ninety (90) calendar days. After the ninety (90) calendar day probationary period, the employee's seniority date reverts back to their date of hire.

SECTION 4. Shift bids shall be by location, however, should qualified employees with one (1) or more years of seniority who desire to move to another location must submit a written request to the Area Manager and/or Facility Manager at the current and requested area, with a copy to the Union, and the Zone Personnel Office. The written request must be signed, dated and designate the location desired. Only written transfer requests on file prior to the job opening will be considered as valid. Only the employee's most current letter of transfer to one specific location will be considered. Such request will be automatically canceled upon refusal to transfer. The start date of employment at the new location will establish location seniority to be used for bidding. Company seniority will be used for all other purposes. If no employee exercises the right to transfer or bid by seniority, the job will be filled in accordance with Article 1.

SECTION 5. At the time of any shift bid, the Employer shall provide a list of all shifts, showing the hours of work, days off and geographic locations. The Employer shall not be required to specify counters within a location. Employees shall make their choice in accordance with their seniority standing. Employees bidding into an office location or position shall be required to remain in such location for a minimum of one (1) year unless they are adversely affected by a layoff. A copy of the final completed master shift bid shall be given to the Shop Steward and the local Union.

SECTION 6. There shall be at least two (2) shift bids annually, the first occurring in the fall months and the second occurring in the spring months. The fall bid shall be posted no later than November 15th, the spring bid shall be posted no later than May 15th. There shall be no more than four (4) shift bids in one (1) year, the year being from November 1st to November 1st. It is recognized that the needs of the service may require additional shift bids. In the event of such necessity, the Union will not unreasonably withhold agreement to the additional shift bids. Vacation relief bids shall be bid in accordance with the bidding rules and employees on vacation relief shall fill vacation shifts as necessary. Should employees on vacation relief not be covering

vacation shifts, they shall be scheduled on other shifts as needed. Selection of shifts shall be by seniority among this group. The first job opening occurring between shift bids shall be posted and bid in accordance with the procedure stated elsewhere in this Article. The Company agrees to add A.M. and P.M. on the floater shifts.

SECTION 7. Said bid shall be posted for a period of seven (7) calendar days. At the termination of this seven (7) calendar day period all employees shall commence the bidding procedure which must be completed within fourteen (14) calendar days. Any employees who fail to promptly exercise their choice of shift shall, after consultation with the Union, forfeit their right to bid and shall be placed on whatever shift remains open. The bid will go into effect the first Friday after the first full week.

SECTION 8. If seniority employees are off work due to extended leave or on vacation, the Employer will make a reasonable attempt to contact the employee to ascertain their choice of shift bids. Employees may bid shifts bid by employees on medical leave and upon that employees return the junior employee will be assigned a shift within two hours of that shift. Employees going on vacation, where it is known that a shift bid will occur during the vacation time, will inform the Employer of at least three shift choices that are acceptable.

SECTION 9. Current seniority list and shift schedules shall be maintained and posted at all company locations and offices. The Union shall be furnished such lists at least every six (6) months or upon demand.

SECTION 10. In the event of layoff, an employee so laid off shall be given ten (10) calendar days notice of recall mailed to his last known address. The employee must respond to such notice within three (3) calendar days after receipt thereof and actually report to 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 11. Company locations for purposes of this Agreement shall be those locations under the supervision of a manager in accordance with a list furnished to the Union by the Employer and posted at the time of each semi-annual job bid.

SECTION 12. An employee shall cease to have seniority rights if:

- (a) He quits voluntarily.
- (b) He is discharged for just cause.
- (c) He exceeds a leave of absence without written approval of the Employer and the Union.
- (d) Anyone not at work and not receiving pay from the Company for any reason in excess of twelve (12) continuous months unless otherwise precluded by law.

SECTION 13. LAYOFFS: With layoffs that are in excess of sixty (60) calendar days, the least total bargaining unit seniority employee at a location (depending upon the necessary qualifications to do the remaining work - with orientation only) will be the person to be laid off. Such person may elect to take the layoff or to displace the least senior person in the bargaining unit that they are qualified to displace. A person electing not to exercise their seniority at time of layoff will retain recall rights only to the location of where layoff was affected. Any employee who elects to displace an employee, and has prior seniority at another location, shall have the option of returning to the most recent prior location provided they have seniority that is greater than the least senior employee at said location. Any employee exercising this option shall forfeit any recall privileges at their existing location. It is recognized that in the case of layoff, the person has location seniority for bidding purposes and total bargaining unit seniority for layoff.

SECTION 14. INVOLUNTARY TRANSFER: An employee being involuntarily transferred, such as in the case of an employee's job being moved from one work location to another, shall have the right of first refusal only in the next first opening at the location the employee moved from. This movement shall be subject to the employee's ability to perform the work. The employee involuntarily transferred shall maintain the Company seniority acquired at the previous location.

ARTICLE 5: NO DISCRIMINATION, NO HARASSMENT

The Employer and the Union agree that neither will discriminate or harass either directly or indirectly, nor will they permit any of their agents, members or representatives to discriminate or harass either directly or indirectly against any employee by reason of race, creed, color, nationality, religion, age, sex, sexual orientation, non-disqualifying physical or mental disability, marital or veteran status, or in a manner contrary to local, state or federal law.

There shall be no discrimination or harassment by the Employer against any employee on account of Union membership or for upholding Union principles.

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

ARTICLE 6: EMPLOYMENT AGENCY FEES/TEMPORARY EMPLOYEES

SECTION 1. During the peak season only (June 1, to September 30), the Employer shall have the right to hire temporary agency employees for a period of no longer than sixty (60) days. Prior to hiring these employees, the Employer must assess business

needs, exhaust all overtime procedures, and meet and confer with the Union at least sixty (60) days prior to the hiring.

The Employer shall be permitted a one-time thirty (30) day extension, provided that the Employer meets and confers with the Union at least fifteen (15) days prior to the end of the sixty (60) day period.

Use of temporary agency employees beyond ninety (90) days (i.e., the initial sixty (60) days and one-time thirty (30) day extension) requires agreement with the Union.

ARTICLE 7: PAY DAY

SECTION 1. Employees shall be paid once each week. There shall be no deductions taken from the employee's payroll check for any reason unless the deduction is authorized by the employee in writing or is required by law.

SECTION 2. The period of Friday through Thursday shall be considered the work week for pay purposes including payment of wages for overtime hours worked within that pay period. Employee's pay day is Friday.

ARTICLE 8: REST PERIODS

SECTION 1. All employees shall be granted a fifteen (15) minute rest period in the first half of his shift and a fifteen (15) minute rest period in the second half of his shift. Such rest period shall be taken without loss of pay and the employee shall not be required to make up such time. Should employees work a complete additional shift (double) the rest period provisions shall apply.

ARTICLE 9: LUNCH PERIODS

SECTION 1. A one-half (½) hour lunch period shall be taken between the third (3rd) and the fifth (5th) hour after the start of the employee's shift, except in case of emergency, such as the closing of the airport, acts of God or similar situations.

SECTION 2. The Company shall not employ an employee for a work period of more than five (5) hours per day without providing the employee with an unpaid meal period of thirty (30) minutes, except that if the total work period per day of the employee is no more than six (6) hours, the meal period may be waived by mutual consent of both the Employer and employee. Further, the Employer will not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second unpaid meal period of thirty (30) minutes, except that if the total hours worked is

no more than twelve (12) hours, the second meal period may be waived by mutual consent of the Employer and the employee but only if the first meal period was not waived.

ARTICLE 10: LEAVES OF ABSENCE

SECTION 1. An employee with seniority may request an unpaid leave of absence for up to six (6) months for illness, off-the-job injury, pregnancy, child bonding, or for any personal reason not specifically stated. An employee requesting a personal leave of absence shall present such request in writing to management at least thirty (30) calendar days prior to the requested leave start date, except that in the event of an emergency such request shall be made as soon as reasonably practicable. The written request will include a precise statement of the reason(s) for the request and the expected leave and return to work dates. Personal leaves of absence will be granted at the Employer's discretion and notification shall be provided to the requesting employee and the Union.

All personal leaves of absence shall be unpaid and shall commence upon the exhaustion of available sick leave, vacation and floating holidays. Employees shall be responsible for the full cost of any health and welfare premiums for any leave of a month or longer duration. Employees on a personal leave of absence shall continue to accrue seniority during the leave period except that time off exceeding thirty (30) calendar days shall not apply toward vacation credits. The employee must return to work at the conclusion of the employee's approved leave of absence and, where the leave is illness, subject to the approval of the attending physician or, as applicable, the Employer's designated Workers' Compensation physician.

Any employee who undertakes other work or employment during any leave of absence, without first securing permission from the Employer and the Union, automatically cancels such leave of absence and will be considered to have terminated his or her employment.

SECTION 2. LEAVE OF ABSENCE FOR MILITARY SERVICE

Any employee who enters into active service in the Armed Forces of the United States will be given a Leave of Absence for and will accumulate seniority during such period of service, and upon the termination of such service shall be offered re-employment in his previous position or position of like seniority, status, and pay, unless the circumstances has so changed as to make it impossible or unreasonable to do so, in which event he will be offered such employment as may be available which he is capable of doing at the current rate of such work; provided he has not been dishonorably discharged, is physically and mentally able to do the work and reports for work within one hundred and twenty (120) days of the date of such discharge.

SECTION 3. LEAVE FOR NON-COVERED POSITION. The Employer and the Union shall agree in writing upon the circumstances under which an employee may take a leave of absence for a non-covered position within the company. Any such leave shall not exceed ninety (90) days and if the employee chooses to return to the bargaining unit within those ninety (90) calendar days, the employee shall retain their bargaining unit seniority.

SECTION 4. Any leave or portion thereof qualifying under the Family and Medical Leave Act (FMLA), the California Family Rights Act (CFRA)- inclusive of the New-Child Bonding provisions-, the California Pregnancy Disability (PDL) Law, and/or the Americans with Disability Act (ADA) of 1990 as amended, shall be governed by the provisions of the respective act.

SECTION 5. Leaves of Absence granted because of Workers' Compensation shall not exceed eighteen (18) months unless it is mutually agreed to exceed such limit.

ARTICLE 11: EMPLOYEE CONDUCT

SECTION I. The Employer may discharge or suspend an employee for just cause, but no employee shall be discharged or suspended unless a written warning notice shall previously have been given to such employee of a complaint against him concerning his work or conduct except, that no such prior warning notice shall be necessary if the cause for discharge or suspension is: theft or dishonesty; the possession or use of intoxicating beverages or narcotics on or in Company property while on duty; incompetence; unbecoming conduct; insubordination; insubordination; failure to immediately report any accident which has resulted in personal injury or property damage; permitting unauthorized persons to ride in Company's vehicles; willful destruction of Company or public property or the property of fellow employees; using a Company's vehicle for personal use without permission; possession of a deadly weapon on Company premises; possession of a deadly weapon in a Company vehicle while on duty; acceptance of a position with another employer while on a leave of absence; the making of criminal terroristic threat(s) against the Employer or the Employer's property, employees, customers or visitors; sleeping on the job that is both purposeful and detrimental to Company operating efficiencies and/or customer relations; depending on the facts, harassment of a sexual, verbal or physical nature; initiation of physical violence while on Company property and/or duty; proven customer abuse such as mistreating, intimidating, or interfering with customers in a manner that is unreasonable and uncalled for.

In cases where the Company suspends or discharges an employee for incompetence, unbecoming conduct or insubordination, within five (5) days (excluding any holidays) of the incident, the Area Manager or designee and Business Agent or designee shall meet to attempt a resolution of the issue. If a resolution cannot be reached, such cases will be referred to Article XII - Grievance Procedure.

SECTION 2. The complaint specified in such prior warning notice need not concern the same type of misconduct as the cause for discharge or suspension. No such warning notice shall remain in effect for a period of more than nine (9) months. A copy of such warning notice shall be sent to the Local Union involved at the time it is given to the employee. A warning notice must be issued within ten (10) working days (exclusive of holidays) of the alleged cause for the reprimand or within ten (10) working days (exclusive of holidays) of the Employer's knowledge of the cause for such warning notice.

SECTION 3. The Employer shall attempt to notify, in writing, the affected employee and the Union of a verbal warning, but in no event shall the failure to do so on the part of the Employer violate the terms and conditions of any portion of this Article.

SECTION 4. The Union shall have the right to protest any such discharge, suspension or warning notice in the form of a grievance pursuant to Article XII below. Any such protest shall be presented to the Employer in writing within ten (10) working days, exclusive of holidays, after the discharge, suspension or warning notice, and if not presented within such period, the right to protest shall be waived. Upon the filing of a protest, the matter shall be immediately referred to an Adjustment Board selected in the manner provided in Article XII for determination in accordance with the dispute procedure set forth therein.

The Employer shall give written notice of the written warning, suspension or discharge to the affected employee and send a copy to the Local Union within five (5) working days. The ten (10) working days to grieve begins on the date the notice is received by the Local Union.

ARTICLE 12: GRIEVANCE PROCEDURE

SECTION 1. A grievance shall be defined as a dispute arising between the parties. Any grievance must be filed within fifteen (15) working days of the occurrence giving rise to the grievance or knowledge of the occurrence, whichever is later. As used in this Article, the term "working days" or "days" shall consist of weekdays (Monday through Friday) excluding Holidays covered under this collective bargaining agreement.

The failure to follow the Steps and time limits set forth in this Article shall be an absolute bar to further processing of grievances or the arbitration thereof. Failure on the part of the employer to hold a grievance meeting or provide an answer within the time limits set forth below results in the grievance advancing to the next step. Waivers of any such procedures or time limits must be by mutual agreement between the parties, in writing and signed by authorized representatives of both parties.

GRIEVANCE PROCESS:

Step 1: Within ten (10) working days after the occurrence giving rise to the grievance or knowledge of the occurrence, whichever is later, the Union shall present the grievance in writing to the City Operations Manager with a copy to the Location's HR Business Partner. A Step 1 meeting shall be held within 5 working days of notification to the City Operations Manager, or on a mutually agreeable date. The Step 1 meeting will be between the City Operations Manager and the Steward. The City Operations Manager, or his/her designee, shall give an answer to the Union at the end of the Step 1 meeting date. An attempt to reach a resolution will happen at the meeting. Resolutions at Step 1 shall be non-precedent setting.

Step 2: Any grievance which cannot be satisfactorily settled in Step 1 may, within five (5) working days after the Step 1 meeting, be presented at Step 2 in writing to the Employer's Senior Director or his/her designee with a copy to the Location's HR Business Partner. A Step 2 grievance meeting shall occur within five (5) working days of notification to the Senior Director, or his/her designee, or on a mutually agreeable date. The Senior Director, or his/her designee, shall give an answer to the Union at the end of the Step 2 meeting. An attempt to reach a resolution will happen at the meeting.

SECTION 2. If a satisfactory resolution has not been reached regarding grievances other than a verbal warning or written warning that has been relied upon in a suspension, in the Steps above, the Union may refer the grievance to a Committee. The Committee consisting of two (2) members representing each of the parties hereto, shall be set up for the purpose of hearing and deciding grievances of members of the Union and of the Employer relating to provisions of this Agreement. Within five (5) working days, the Committee shall exchange dates and agree on a mutually agreeable date that is within thirty (30) working days of the Step 2 meeting to meet with the grievant or his representative and shall render its decision within forty-eight (48) hours after termination of such meeting.

The decision by the Committee shall be final and binding on all parties. Alternatively, and upon agreement between the parties, a neutral mediator assigned from the Federal Mediation and Conciliation Service (FMCS) shall meet with the Committee and the complainant or his or her representative within thirty (30) working days, unless otherwise mutually agreed upon. The role of such third party will be limited to the mediation of the dispute and he or she will have no authority to issue a ruling or opinion on the dispute or to testify on behalf of either party in any subsequent hearing on the dispute.

SECTION 3. ARBITRATION PROCESS

If the Committee, with or without mediation, fails to settle or decide the dispute, the matter may be referred to an impartial arbitrator by either the Employer or the Union

and the decision of the impartial arbitrator shall be binding upon all the parties. Notice by either party to the other of their desire to place the matter before an impartial arbitrator shall be submitted to the other party in writing within seventy-two (72) hours of notification by the Committee of their inability to decide the matter. In the event neither party notifies the other of the desire for arbitration within the seventy-two (72) hours specified herein, then, in that case, the matter will have been deemed to have been settled in favor of the party against whom the grievance, dispute, or controversy had been brought. An arbitrator may be named by mutual agreement between the Union and the Employer. In the event the parties cannot agree upon the selection of an impartial arbitrator, such selection shall be referred to the Federal Mediation and Conciliation Service within ten (10) working days. The Union and the Employer shall select an arbitrator from the list submitted by the Federal Mediation and Conciliation Service (FMCS) within ten (10) working days of receipt of such list. This will be accomplished by each party alternatively striking names from the list, starting with the party not initiating the arbitration. All arbitrations shall be conducted under the applicable rules of the Federal Mediation and Conciliation Service ("FMCS"). The fees and expenses of the FMCS, shall be borne by the party initiating the arbitration. The fees of the arbitrator shall be borne equally by the parties. Each party shall bear its own expense with respect to the preparation and presentation of the matter to the arbitrator.

The arbitrator shall have the right to determine procedural arbitrability and substantive arbitrability. If requested by a party, the arbitrator shall determine the arbitrability before the date scheduled for a hearing. An arbitrator shall not have the power or right to add to, delete, change or modify this Agreement or any part thereof.

The award of an arbitrator shall be in writing and issued within thirty (30) calendar days of the hearing. The award shall be final and binding upon the Employer, the Union and the employees.

The cost of such arbitration shall be borne by the party against whom the arbitration decision is rendered. The arbitrator shall have no power to add to, modify, delete or alter the Agreement.

SECTION 4. It is understood that employees may have Union representation in any matter referring to the grievance procedure.

ARTICLE 13: MAINTENANCE OF STANDARDS

SECTION 1. The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials, and general working conditions shall be maintained at no less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

SECTION 2. Any employee enjoying wages or conditions better than those set forth in this Agreement shall not have them modified in any way to his disadvantage because of this Agreement.

ARTICLE 14: PROTECTION OF RIGHTS

SECTION 1. PICKET LINES: 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 involved in a lawful primary labor dispute or refuses to go through or work behind any lawful primary picket line, including the lawful primary picket line of unions party to this Agreement, and including lawful primary picket lines at the Employer's places of business.

SECTION 2. STRUCK GOODS: It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action if any employee refuses to perform any service which his Employer undertakes to perform for an Employer or person whose employees are on strike, and which service but for such strike, would be performed by the employees of the Employer or person on strike.

SECTION 3. GRIEVANCES: Within five (5) working days of filing of grievance claiming violation of this Article, the parties to this Agreement shall proceed to the final step of the Grievance Procedure, without taking any intermediate steps, any other provision of this Agreement to the contrary notwithstanding.

SECTION 4: The Parties hereto agree that the Union, its members and all the employees covered by this Collective Bargaining Agreement shall not, during the term of this Agreement, cause, authorize, promote, instigate, permit nor take part in any strike, inclusive of a sympathy strike, against the Company for any reason. This "No Strike" agreement shall not serve as a bar to rights afforded the Union in Sections 1 and 2 herein.

SECTION 5: The Company shall not resort or declare to lockout during the term of this Agreement.

ARTICLE 15: STARTING TIME

SECTION 1. The established starting time of any employee shall not be changed without at least one (1) week's notice unless such notice is waived by mutual agreement of the parties.

ARTICLE 16: WORK WEEK

SECTION 1. Forty (40) hours shall constitute a work week to be worked in five (5) consecutive days, for all regular full-time employees.

SECTION 2. Employees allowed to work a four day/ten-hour schedule would be paid as follows:

Overtime for all hours in excess of ten hours per day or forty hours per week.

Benefits will be recalculated as hours of paid time off rather than as days off so that employees working such schedule will receive the same level of benefits as those working a five day/eight-hour schedule. It is the intent of the parties that this schedule not result in any added benefit costs to the Company.

ARTICLE 17: OVERTIME

SECTION 1. One and one-half time (1½ x) or double time (2 x) the regular hourly rate of pay as herein provided shall be paid in the defined work week (Friday through Thursday) as follows:

(a) For all work performed in excess of forty (40) hours in any one (1) defined work week, or in excess of eight (8) hours in any one (1) day, except that double time (2x) shall be paid for hours in excess of twelve (12) hours in a day and all hours in excess of eight (8) on the seventh consecutive day in the defined work week. Daily overtime shall be credited against weekly overtime.

(b) At the time of a shift change, any employee required to work six (6) and seven (7) days in succession, shall have such days paid for at the rate of time and one-half (1½x) his regular hourly rate. There shall be no split days off during any shift change.

(c) Time paid for vacation and holidays shall be counted as hours worked for purposes of this Article. Wages paid as a result of sick leave and funeral leave or jury duty entitlement will not be counted as hours of work for purposes of this Article.

SECTION 2. All overtime will be assigned by seniority where the Company determines the overtime is needed. Workers can volunteer by seniority. If insufficient workers volunteer, the Company can mandate work by inverse order of seniority. Employees shall be notified of mandatory overtime no less than one (1) hour prior to the end of his

or her shift, except in the case of proven bona fide emergency. Mandatory overtime shall remain available for the first (1st) hour.

When an employee reports to work on his or her regular shift and notifies the Company at that time that he or she will not be able to work overtime beyond his or her shift, then forced overtime, if necessary, will exclude that employee unless said employee is the only available person.

If an employee with seniority is not on the premises, he shall be called in after reasonable notice if the overtime work is to continue beyond four (4) hours. However, no employees can be compulsoried for overtime if they have worked sixteen (16) hours of overtime and/or six (6) days in the employees' workweek; at which time the Company shall go to the next least senior employee available.

SECTION 3. In the event the Employer must mandatory overtime in the Instant Return Classification, the following procedure will be used: a) volunteers by Instant Return Representatives; b) volunteers by the Rental Representatives; c) mandatory Instant Return Representatives, or failing these three steps; d) mandatory Rental Representatives by inverse order of seniority.

ARTICLE 18: SIXTH AND SEVENTH DAY

SECTION 1. Any employee called and reporting for duty on the sixth (6th) or seventh (7th) days shall be guaranteed at least four (4) consecutive hours of work.

ARTICLE 19: SHIFT PREMIUMS

SECTION 1. All work performed between the hours of 11:00 P.M. and 6:00 A.M. shall receive 15% premium pay over and above the basic hourly rate when the 15% premium is equal to at least eighty cents (\$0.80) per hour, then the premium rate shall be capped at the said eighty cents (\$0.80) per hour. All work performed between the hours of 5:00 P.M. and 11:00 P.M. shall receive 10% premium pay over and above the basic hourly rate. When the 10% premium is equal to at least sixty cents (\$0.60) per hour, then the premium rate shall be capped at the said sixty cents (\$0.60) per hour.

SECTION 2. The applicable premiums shall be added to the base rate of the employee working on a premium shift operation for purposes of computing overtime, sick leave, sick leave cash out, holiday pay and vacation pay. Premium shall not be applicable to work performed on a regularly scheduled day shift or to day shift overtime work. The day shift shall be defined as any regularly scheduled shift ending not later than 6:00 P.M.

ARTICLE 20: REPORTING PAY AND MINIMUM PAY

SECTION 1. On regularly scheduled days, regular full-time or part-time employees who report to work at the time they are instructed by the Employer to report shall receive their regularly scheduled hours of work, not to exceed eight (8) hours, or the corresponding hours' pay at the hourly rate prevailing on the day said employee reports, unless the lack of work is due to an act of God, closing of the airport, or similar situations.

ARTICLE 21: EXTRA OR PART-TIME EMPLOYEES

SECTION 1. Present employees will have the opportunity to fill Part-Time positions and will work a minimum of 20 hours per week. These employees will be eligible for pro-rata sick days, holidays, vacation and the Employer will make the agreed upon contributions to Pension and H & W Plans (contributions to the Union H&W Plan will be made for employees hired on or before March 1, 2012).

Any individual in this category shall qualify for seniority and their hourly wage shall be as set forth in the contract.

SECTION 2. These Part-Time employees shall not be employed for the purpose of depriving regular employees of premium pay work. These employees will be scheduled to work less than 80 hours in a month. If an employee hired on or before March 1, 2012, works more than 80 hours in a month the Employer will be obligated to make full H & W contributions on the behalf of that employee for that month. The Employer will make the required hourly Pension contributions for these employees. These employees will be eligible for 3 days sick leave (paid for unused) and 3 days vacation after the completion of 900 hours of work in a given year.

SECTION 3. Should any Full-Time job openings occur, and after Full-Time employees and employees referred to in Section One above have exercised their option, said Part-Time employees shall be given preference to fill such openings based on date of hire as a Part-Time employee. In such cases, the employee's Full-Time seniority will commence at the point at which the individual begins Full-Time employment. No Part-Time employee will hold a lead position, unless all Full-Time employees at the location refuse the position.

SECTION 4. The Part-Time employees, as to overtime payments and other non-wage and/or non-fringe benefits items, unless specifically referred to herein, will be governed by the provisions of the LABOR AGREEMENT. Part-Time employees cannot be employed if any Full-Time employee is laid off at their location unless the full-time employee on lay-off refuses part-time work. The Employer will inform Part-Time employees at least one week in advance of the hours, days and days off to be worked. A full-time employee who returns from lay off to a part-time position shall retain his full

seniority for purposes of bidding into a full-time position should one become available. This language is for the intent of layoffs only and to assist the Company in operating more efficiently and shall not serve as a basis for eroding the full-time work force.

SECTION 5. The wage rates for the employees in SECTION 2 will be based on the new hire wage scale. Progression increases will be based upon actual hours worked. 173 hours = 1 month for purposes of the wage scale.

SECTION 6. During the life of the contract, the Employer will not employ any more part-timers than is necessary to fill their business needs as has been the practice.

SECTION 7. Separate seniority list for layoffs, bidding and recall purposes. In the case of part-timers, layoffs and recall and bidding will be upon the availability of the person as to the hours to be worked.

ARTICLE 22: UNIFORMS

SECTION 1. The Employer will furnish a reasonable and appropriate number of uniforms to each car rental representative. Employees shall be responsible for the reasonable care and maintenance of uniforms and replacements shall be made on an as needed basis. The Employer shall once each month reimburse the employee for \$8.00 per month for maintenance and cleaning of uniforms provided, however, this provision shall not apply when the employees are furnished with washable uniforms which do not require professional maintenance.

ARTICLE 23: SHORTAGES

SECTION 1. The Employer shall not make any deduction from the wage of an employee or require any refund of an employee for any cash shortage, except in the case of proven dishonesty.

SECTION 2. The Employer shall maintain a written system for handling shortages that is known by the employees and by the Union. Each employee shall be schooled in the matter of handling company funds and/or shortages of any of those funds.

ARTICLE 24: HOLIDAYS

SECTION 1. In order to be eligible for holiday pay when no work is performed, an employee must be available to work on his/her last scheduled work day immediately prior to a holiday and his/her first scheduled work day immediately following the holiday. The following holidays shall be granted with pay to regular employees with seniority

when not worked: New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, the Day before Christmas Day, and Christmas Day. In addition, two (2) personal days shall be granted to regular employees upon completion of one (1) year of continuous service. The personal day shall be granted provided the employee gives a two (2) week notice and no more than two (2) employees are requesting time off on any given day at SFO and San Jose and one (1) employee each at Oakland, Downtown SF and Millbrae Zone Office. All requests shall be in writing.

Effective January 1, 2019, the President's Day holiday will be converted to a Personal Day to be earned and taken under the same terms and conditions specified in this Article.

SECTION 2. Any of the above-mentioned holidays falling on Sunday and observed by the State and Nation on a Monday shall be considered a paid holiday, except Christmas Day, the day before Christmas Day, New Year's Day, and July 4th which shall always be observed December 25, December 24, January 1 and July 4th, respectively. Work performed on these holidays shall be compensated for at the rate of time and one-half (1½x) over and above credited pay for the day.

SECTION 3. On the occasion of holidays when the Employer wishes to work a skeleton crew on a station or location basis, the Employer shall post the holiday work schedule at least two (2) weeks in advance of the holiday.

SECTION 4. Employees scheduled to work on a holiday shall bid, by straight seniority to determine who works and who works what shift provided the employee is capable of doing the work. Employees who are not scheduled to work on a holiday shall be able to bid only after those employees who are scheduled to work on the holiday have exercised their bid rights. Should all positions not be filled, the employees scheduled shall be forced by inverse seniority to fill all remaining positions that are not claimed.

ARTICLE 25: VACATIONS

SECTION 1. Employees who have been in the service of the Employer for a period of one (1) year shall be granted two (2) weeks vacation with pay. An employee whose services terminate for any reason after six months of continuous employment shall be granted prorated vacation pay based on one-twelfth (1/12th) of his annual vacation pay per month, however, if his services should terminate for any reason prior to six (6) months of continuous employment, he shall not receive any prorated vacation pay. If a holiday falls during an employee's vacation, it shall be optional with the Employer to grant an additional day to his vacation or to pay for the day with no time off given.

SECTION 2. Employees with five (5) or more years of service shall receive three (3) weeks of vacation with pay each year.

SECTION 3. Employees with twelve (12) or more years of service shall receive four (4) weeks of vacation with pay each year.

SECTION 4. Employees with twenty (20) or more years of service shall receive five (5) weeks of vacation with pay each year.

SECTION 5. The choice of vacations shall be based on seniority. The vacation schedule for all employees shall be posted during January of each year.

SECTION 6. Prorated vacation shall be based on one-twelfth (1/12th) of employee's annual vacation pay per month of service.

SECTION 7. Each employee's regular days off preceding and following his vacation shall be contiguous to his vacation.

SECTION 8. Vacation bids shall be posted every October and shall remain posted until the 20th day of November, during which time all employees must select their vacation. Unnecessary delays by employees in bidding by seniority shall cause forfeiture of an employee's turn; The Employer shall consult with the Union before effectuating any such forfeiture. Upon completion of vacation bid where such employees are required, the Employer shall take steps to provide adequate vacation relief employees.

SECTION 9. Vacation pay shall be by separate check and shall be given to the employee the last working day preceding the taking of vacation. The employee must notify the Employer at least three (3) weeks prior to the vacation. Time off exceeding thirty (30) days shall not apply toward vacation credits.

SECTION 10. An employee on leave of absence, medical or otherwise, with a definite date of return shall be contacted and allowed to bid his or her vacation, providing the employee is eligible for vacation in accordance with this Article.

ARTICLE 26: SICK LEAVE

SECTION 1. In case of bonafide illness, a regular employee hired prior to December 12, 1979 shall be entitled to sick leave pay up to fifteen (15) working days per year to be taken on the basis of one day per month during the first six (6) months of employment, and one and one-half (1 ½) days per month during the second six (6) months of employment, thereafter up to fifteen (15) working days per year. This accumulative sick leave shall apply for sick leave only and a doctor's certificate may be required.

SECTION 2. In case of a bonafide illness, a regular employee hired on or after December 12, 1979 shall be entitled to six (6) days sick leave pay after six (6) months seniority to be taken on the basis of one (1) day per month for the second six (6)

months of employment. After one (1) continuous year of employment, said employees shall be entitled to fifteen (15) working days of sick leave pay per year, and all other conditions related to sick leave pay shall apply to these employees.

SECTION 3. Sick days for employees hired after March 10, 1983 shall be as follows:

First Year of Employment: No sick days.

Second Year of Employment: One (1) day per month up to a maximum of ten (10) days.

Third Year of Employment: One (1) day per month during first six (6) months and one and one-half (1½) days the second six (6) months.

SECTION 4. In industrial injury or disability cases, Workers' Compensation or Unemployment Disability (UCD) benefits and sick benefits allowances shall be paid separately, but in the event Workers' Compensation payments or Unemployment Disability payments cover all or part of the period during which sick benefits allowances are paid, the sum of the two (2) shall not exceed the sick benefit payable for said period and the unused portion of accumulated sick leave will continue to be credited to the employee.

SECTION 5. Any employee who terminates by reason of death, disability, industrial injury, bona fide illness and and/or retirement prior to October 1 of each year shall receive prorated sick leave cash for the unused portion of sick leave. Cash out payment of sick leave shall be by separate check and shall be given to the employee or the employee's estate no later than November 30th of each year.

SECTION 6. The employee shall be paid in cash for all unused sick leave accumulated during the previous twelve (12) months, not to exceed fifteen (15) days.

SECTION 7. In consideration of the above-stated sick leave benefits and the other paid time off provisions of this Agreement, the parties to this Agreement expressly waive the requirements of Chapter 12-W of the San Francisco Labor Code, the paid sick leave ordinances and codes promulgated in Oakland and San Jose, and the California Healthy Workplaces, Healthy Families Act of 2014.

ARTICLE 27: HEALTH & WELFARE PLAN

SECTION 1. The Labor Alliance Managed Trust (M20 CR Plan) shall be in effect.

SECTION 2. The monthly premium paid by the Employer will cover the cost of medical, life insurance, drug, dental and vision and any other benefit that may be provided for under the Labor Alliance Managed Trust. Such payments shall be made each month

for each eligible employee with seniority who has worked a minimum of eighty (80) hours in the prior month.

SECTION 3. Effective May 1, 2018, the Company's contribution to the Labor Alliance Managed Trust shall be increased by five percent (5%) to \$1,246.35 per month for each eligible employee. The Company's monthly contributions for each eligible employee shall be increased to the following amounts on the corresponding dates:

May 1, 2019: \$1,296.20 (+4.00%)

May 1, 2020: \$1,348.05 (+4.00%)

May 1, 2021: \$1,401.97 (+4.00%)

Any deficiency in rate after the Employer contribution per employee per month shall be borne equally by the bargaining unit employees payable through pre-tax payroll deductions.

SECTION 4. Employees hired after March 1, 2012, shall not be eligible for enrollment and participation in the Labor Alliance Managed Trust. Rather, the Hertz Health and Welfare plan shall be in effect for such employees.

SECTION 5. Pursuant to the City and County of San Francisco's Accountability Ordinance found in San Francisco's Administrative Code, Chapter 12Q, Section 8, the Union and bargaining unit employees hereunder clearly and unambiguously waive in full all applicable requirements of Chapter 12Q (with the understanding that the requirements of Chapter 12P, Section 8 shall remain unaffected by the waiver).

ARTICLE 28: PENSION PLAN

SECTION 1. The Employer agrees to make contributions to the Trustees of the Western Conference of Teamsters Trust Fund for the account of each employee working under this Agreement, a monthly sum to be computed as follows:

(a) Effective October 1, 2017, three hundred sixty-four dollars and no cents (\$364.00) per month for each employee who has been on the payroll and worked the full calendar month.

(b) Effective October 1, 2018, three hundred seventy-two dollars and sixty-seven cents (\$372.67) per month for each employee who has been on the payroll and worked the full calendar month.

(c) Effective October 1, 2019, three hundred seventy-two dollars and sixty-seven cents (\$372.67) per month for each employee who has been on the payroll and worked the full calendar month.

(d) Effective October 1, 2020, three hundred eighty-four dollars and eighty cents (\$384.80) per month for each employee who has been on the payroll and worked the full calendar month.

(e) For each employee not covered under (a) (b) or (c) above, the payments shall be computed at the rate of:

1) Per Calendar Week:

10/01/17: Not to exceed eighty-four dollars and no cents (\$84.00)
10/01/18: Not to exceed eighty-six dollars and no cents (\$86.00)
10/01/19: Not to exceed eighty-six dollars and no cents (\$86.00)
10/01/20: Not to exceed eighty-eight dollars and eighty cents (\$88.80)

2) Per Day of Week:

10/01/17: Not to exceed sixteen dollars and eighty cents (\$16.80)
10/01/18: Not to exceed seventeen dollars and twenty cents (\$17.20)
10/01/19: Not to exceed seventeen dollars and twenty cents (\$17.20)
10/01/20: Not to exceed seventeen dollars and seventy-six cents (\$17.76)

3) Per hour of work:

10/01/17: Not to exceed two dollars and ten cents (\$2.10), which includes eleven cents (\$0.11) for PEER/84 coverage.
10/01/18: Not to exceed two dollars and fifteen cents (\$2.15), which includes eleven cents (\$0.11) for PEER/84 coverage.
10/01/19: Not to exceed two dollars and fifteen cents (\$2.15), which includes eleven cents (\$0.11) for PEER/84 coverage.
10/01/20: Not to exceed two dollars and twenty-two cents (\$2.22), which includes eleven cents (\$0.11) for PEER/84 coverage.

SECTION 2. The contribution required to provide for Enhanced Early Retirement (PEER) will not be taken into consideration for benefit accrual purposes under the plan. This contribution shall be paid on the same basis provided in this Article. The additional contributions for the PEER will at all times be 6.5% of the basic contribution rate and cannot be decreased or discontinued at any time.

SECTION 3. This Agreement, in conformity with ERISA, may not be modified, terminated, rescinded, or revoked by the parties, directly or indirectly, without the expressed written consent of the Trustees.

SECTION 4. Paid holidays and paid vacations shall be counted as time worked, but no payments shall be made on overtime hours.

SECTION 5. Such contributions shall constitute full compliance with and full performance of all obligations of the Employer to provide a pension plan for said Employer's employees.

SECTION 6. It is mutually understood that all of the Employer contributions as provided herein shall be deductible from gross income under Section 404 of the Internal Revenue Code.

SECTION 7. For probationary employees hired on or after June 1, 2004 (or date of Trust acceptance, if later), the Employer shall pay an hourly contribution rate of \$0.10 (including PEER/84) during the probationary period as defined in Article 1, Section 4, but in no case for a period longer than ninety calendar days from an employee's first date of hire. Contributions shall be made on the same basis as set forth in Article XXVIII of the Agreement. After the expiration of the probationary period as defined in Article 1, Section 4, but in no event longer than 90 calendar days from an employee's first date of hire, the contribution shall be increased to the full contractual rate.

ARTICLE 29: TEAMSTERS 401(k) PLAN

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

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

The Company will execute a Participation Agreement with Local 856 and the Trustees of the Plan evidencing employer participation in the plan prior to any employee deferral being received by the Plan.

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

ARTICLE 30: INCENTIVE PLAN

SECTION 1. The Employer may provide an Incentive Program in which Rental Representatives may earn compensation in addition to wages and benefits set forth in this agreement. Employees will not be disciplined for not earning commissions under this Incentive Program.

SECTION 2. All Rental Representatives are required to advance the proper Rental Representative dialogue including the complete description of all options, their features and benefits to all customers.

SECTION 3. The Employer shall provide to each Rental Representative a monthly accounting of their productivity in the Incentive Program.

SECTION 4. The Hertz Corporation reserves the right to change, modify, revise or cancel the Incentive Plan for Rental Representatives at any time at its sole discretion. Should the Employer elect to terminate the Incentive Plan, it will give the Union thirty (30) calendar days notice of its intent to do so.

ARTICLE 31: JURY DUTY

SECTION 1. Employees called to jury duty shall not lose any pay by reason of serving as jurors. The Employer shall pay the difference between their regular compensation, which shall be defined as their regular shifts exclusive or overtime, and the payment made to them as jurors.

ARTICLE 32: CHECK OFF

SECTION 1. 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 (1) year, or beyond the termination date of the applicable collective Agreement, whichever occurs sooner.

ARTICLE 33: BEREAVEMENT LEAVE

SECTION 1. In the event that any employee shall suffer an actual bereavement involving the death of the employee's spouse, qualifying domestic partner, mother,

father, brother, sister, child, grandparents, grandchildren, current mother-in-law or father-in-law, step parents and step children, and any relative for which the employee has been legally appointed the legal guardian, he shall be granted with pay a bereavement leave of not more than three (3) days. The leave provided under this Article shall be limited to three (3) days per death; however, if the death and funeral or ceremony is out of the State of California and/or requires travel of 350 or more miles from the affected employee's residence of record and the affected employee does, in fact, travel out of state and/or 350 or miles, the leave shall be for a maximum of five (5) days per death. Funeral leave shall not be cumulative from year to year, nor shall unused funeral leave be compensated for. Payments herein shall only be made for scheduled work days, consecutive or otherwise, that an employee elects to take starting with the day of death through the day after the funeral or ceremony.

ARTICLE 34: SHOP STEWARD

SECTION 1. The Employer recognizes the right of the Local Union to designate shop stewards or alternate stewards from the Employer's seniority list. The authority of job stewards shall be limited to:

- (a) The investigation and presentation of grievances along with the Union representative, or without the Union representative, when authorized by the Union.
- (b) The transmission of such messages and information which originate with and are authorized by the Union.
- (c) At the option of the Employer, the steward may assist management in the orderly conduct of setting up shift and vacation bids and seeing that employees exercise their bid promptly.
- (d) Stewards have no authority to take strike action or any other action interrupting the Employer's business, except as authorized by official action of the Local Union. The Employer recognizes these limitations upon the authority of job stewards and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the shop steward has taken unauthorized strike action, slowdown or work stoppage in violation of this Agreement.

SECTION 2. Stewards shall be permitted reasonable time to investigate, present and process grievances with or without the Union representative on the company property without loss of time or pay during his or her regular working hours. Such time used by a shop steward shall be considered regular working hours and shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the steward.

SECTION 3. The Company will use its best efforts to have a steward or an alternate steward present, if requested, for any disciplinary meeting.

ARTICLE 35: APPEARANCES

SECTION 1. Any employee appearing in court; city, state, or federal agency; or before an attorney on behalf of the Employer, shall be compensated by the Employer at the straight time daily rate of pay if the appearance occurs during the normal work shift. If an appearance described above is made outside the regular work shift, the employee is to be compensated at premium pay in accordance with Article XVII.

ARTICLE 36: SAVINGS CLAUSE

SECTION 1. Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree or a court of last resort, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

ARTICLE 37: REGULAR RATES OF PAY

THE RATES OF PAY FOR THE CLASSIFICATIONS COVERED BY THIS AGREEMENT SHALL NOT BE LESS THAN THE FOLLOWING

A. START RATES

Effective 10/1/17, the starting rates of pay for the following classifications at the following locations shall not be less than the following:

CSR's, CAR CONTROL CLERKS, IRR's & GOLD CHOICE REPRESENTATIVES:

Oakland Airport:

Port of Oakland Living Wage Ordinance (non-benefited rate)

San Francisco Airport:

\$0.50 over the Minimum Compensation Ordinance

Downtown San Francisco:

\$0.50/hour above the Minimum Wage Ordinance

San Jose Airport:

\$0.50/hour above the San Jose Airport Living Wage Ordinance

In addition to the above and effective 10/1/17:

1. CSRs, Gold Choice Representatives and Car Control Clerks at San Francisco Airport shall receive a one-time wage adjustment based on their hire date:

On or before December 31, 2003:	\$0.50
January 1, 2004 to December 31, 2007:	\$0.50
January 1, 2008 to December 31, 2014:	\$0.40
January 1, 2015 to Present:	Minimum start rate

2. IRRs at San Francisco Airport shall receive a one-time wage adjustment based on their hire date:

On or before December 31, 1999:	\$0.50
January 1, 2000 to December 31, 2005:	\$0.55
January 1, 2006 to December 31, 2011:	\$0.45
January 1, 2012 to December 31, 2014:	\$0.35
January 1, 2015 to Present:	Minimum start rate

3. CSRs and Gold Choice Representatives at San Jose Airport shall receive a one-time wage adjustment based on their hire date:

On or before December 31, 2010:	\$0.50
January 1, 2011 to December 31, 2014:	\$0.50
January 1, 2015 to Present:	Minimum start rate

4. IRRs at San Jose Airport shall receive a one-time wage adjustment based on their hire date:

On or before December 31, 2001:	\$0.50
January 1, 2002 to December 31, 2004:	\$0.45
January 1, 2005 to December 31, 2014:	\$0.35
January 1, 2015 to Present:	Minimum start rate

5. CSRs and Gold Choice Representatives at Oakland Airport shall receive a one-time wage adjustment based on their hire date:

On or before December 31, 2001: \$0.50
January 1, 2002 to December 31, 2005: \$0.60
January 1, 2006 to December 31, 2014: \$0.50
January 1, 2015 to Present: Minimum start rate

6. IRRs at Oakland Airport shall receive a one-time wage adjustment based on their hire date:

On or before December 31, 1998: \$0.50
January 1, 1999 to December 31, 2005: \$0.60
January 1, 2006 to December 31, 2014: \$0.50
January 1, 2015 to Present: Minimum start rate

B. GENERAL WAGE INCREASES

All employees shall receive the following wage increase on the dates shown below:

<u>10/1/18</u>	<u>10/1/19</u>	<u>10/1/20</u>
\$0.45/hr.	\$0.50/hr.	\$0.50/hr.

Group Leaders: Group Leaders shall receive one dollar (\$1.00) per hour above basic group supervised. At the Employer's discretion, any employee who works alone at a location may be designated a Group Leader.

Gold Choice: Gold Choice Representatives shall receive one dollar (\$1.00) per hour above the basic corresponding CSR rate

ARTICLE 38: MANAGEMENT RIGHTS


SECTION 1. The Employer is entitled to and reserves the exclusive right to administer and manage its business and exercise all statutory and inherent management rights, powers and privileges or authority. These rights include, but are not limited to, the right to:

- (a) Recruit, hire, and promote;
- (b) Discipline or terminate employees for cause;
- (c) Judge and evaluate qualifications and performance of employees, and establish, modify, or change training;
- (d) Operate and manage its affairs and facilities in all respects in as efficient and economical manner as it sees fit;
- (e) Maintain order, discipline, efficiency and customer service standards;
- (f) 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;
- (g) Control materials and goods, the methods and means of work or operations, the number of personnel to be employed, and the methods, processes, materials, operations and services to be employed or furnished;
- (h) 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;
- (i) Determine the number of hours per day and per week services or operations shall be carried on, to select or determine the number of employees required;
- (j) Use and implement quality controls systems

SECTION 2. The listing of specific rights in this Agreement is not intended to be, nor shall it be a restriction on or a waiver of any of the rights of management not listed and specifically surrendered herein. All the management rights listed in this Agreement or otherwise that have not been modified or limited by the parties to this Agreement through a contractual clause, letter of agreement or memorandum, are maintained by and vested to the Employer.

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

FREIGHT CHECKERS, CLERICAL
EMPLOYEES, IBT LOCAL NO. 856,
San Francisco, California

BY: 
Larry Keyes
Sr. HR Business Partner

BY: 
Peter Finn
Secretary-Treasurer

DATE: 8/14/2018

DATE: 8/16/18



Carl G. Chernoff
Staff Vice President,
Labor Relations and Employment Practices

April 19, 2004

Mr. Michael McLaughlin
Teamsters Local Union 856
453 San Mateo Avenue
San Bruno, CA 94066

Dear Mike,

As a result of our recently concluded negotiations, we have agreed to a number of items affecting operations in the Bay Area. Those items are as follows:

1. The function of running Gold contracts will be shifted to Instant Return, however, CSR's may still be utilized for this function, if necessary. There will be a "phase-in" period for this transfer, and the Company agrees to increase staffing in the IRR classification where appropriate.

2. Gold shifts will be bid. However, if there are shortages created by sickness, vacation, other short-term absences, or operational requirements, the Employer reserves the right to assign employees to fill shifts after requesting volunteers.

3. The Employer agrees to deduct from the paychecks of all employees covered by this agreement voluntary contributions to D.R.I.V.E. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from their paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than the week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one (1) check, the total amount deducted, along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from that paycheck.

The Union agrees to hold the Employer harmless from loss from any judgement of a court of competent jurisdiction and from any order of the Labor Commissioner or agency of the government in connection with or arising out of any deduction made pursuant to this agreement.

Please sign and date where indicated below.

Sincerely,

Carl G. Chernoff
Staff Vice President,
Labor Relations & Employment Practices

AGREED & ACCEPTED:

Michael J. McLaughlin
Secretary-Treasurer

Date: _____