AGREEMENT

between

THE HERTZ CORPORATION

and

GENERAL TEAMSTERS LOCAL UNION NO. 222

affiliated with the

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

TERM OF AGREEMENT:

October 31, 2019 through and including October 30, 2023

COVERING:

Counter Sales & Flex Service Representatives

Salt Lake City, UT International Airport

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THE HERTZ CORPORATION & TEAMSTERS LOCAL UNION NO. 222

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THIS AGREEMENT is made and entered into effective October 31, 2019, by and between **THE HERTZ CORPORATION** hereinafter referred to as the "Employer" or "Company", and **THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL NO. 222,** hereinafter referred to as the "Union."

WITNESSETH: In consideration of the mutual undertaking and agreement hereinafter set forth and other good and valuable considerations, it is hereby mutually agreed as follows:

ARTICLE 1 – UNION RECOGNITION AND MEMBERSHIP

1.01 During the term of this Agreement, the Employer hereby recognizes the Union as the sole and exclusive bargaining agent for all regular full-time and regular part-time Counter Sales Representatives & Flex Service Representatives employed by the Employer at Utah's Salt Lake City International Airport, excluding all managers, supervisors, and guards as defined by the Act, and all other employees of The Hertz Corporation, regardless of brand, as set forth in the NLRB Certification of Representative issued on August 19, 2015 in Case No. 27-RC-155978.

For the purpose of promoting the interests of the parties hereto, this Agreement as to wages, hours and working conditions is entered into and shall be binding on the parties hereto from the date hereof until modified, changed or terminated as hereinafter provided.

1.02 The Employer shall submit to the Union the names, addresses, phone numbers, wage rates and dates of hire for all new bargaining unit employees, including rehired employees, not later than ten (10) calendar days from their date of employment or reemployment.

1.03 The Employer agrees not to enter into any other Agreement or contract with the employees covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

1.04 Authorized Union representatives shall, upon providing reasonable advance notification to the Employer, have access to the Employer's place(s) of business during hours in which the employees are working for the purpose of adjusting grievances, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided work schedules and the efficiency of operations are not otherwise disrupted.

1.05 The Employer shall give full consideration to candidates referred to the Company for employment, but the Employer shall not be required to hire any such referrals.

1.06 The Employer shall provide the Union with a bulletin board at an employee accessible location designated by the Company for the purpose of posting notices regarding Union meetings and other similar Union matters directly relating to employees of the bargaining unit. Such postings will not be inflammatory or derogatory towards the Employer.

ARTICLE 2 – CHECK OFF

2.01 The Employer agrees to deduct membership dues, initiation fees and/or uniform assessments of the Local Union from the wages of those employees who shall individually and voluntarily authorize the Employer, in writing, on forms issued by the Union to make such deductions, which shall be forwarded to the Union before the twentieth (20^{th}) day of each month for which the deduction is made.

The Employer's obligations to make deductions as specified herein shall terminate upon expiration of this Agreement or in the event of an employee's written revocation of authorization as provided for by its terms.

2.02 The Union shall indemnify and save the Company harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Company in reliance upon signed authorization cards furnished to the Company by the Union or for complying with any provisions of this Article.

2.03 D.R.I.V.E. The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to Democratic Republican Independent Voter Education (DRIVE). DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on each pay period during the month. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to D.R.I.V.E. National Headquarters on a monthly basis and in one 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 the employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the payroll deduction plan. In the event the Employer and the International are unable to reach agreement on the cost for reimbursement, this Section shall be null and void.

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

2.04 Direct Deposit: The Employer will deduct and remit to the desired credit union/banking institution of choice from any bargaining unit employee who desires and signs an authorization form for said deduction.

ARTICLE 3 – SENIORITY

3.01 Seniority prevails after ninety (90) calendar days and shall revert back to date of hire or transfer into the bargaining unit from another Company location. Probation prevails prior thereto and probationary employees may be discharged with or without cause and shall have no recourse to the grievance and arbitration procedure of this Agreement.

3.02 Classification seniority rights shall prevail from the date of entry to the classification with respect to layoff, recall, shift bidding, overtime and vacation preference bidding, except as may be

otherwise provided for in this Agreement. Classifications are all regular full and part-time Counter Sales Representatives and Flex Service Representatives. Flex Service Representatives shall have one seniority list and Counter Sales Representatives shall maintain a separate seniority list.

Pertaining to Flex Service Representatives; job selection, positions or movement within any daily shift within the day, shall be offered according to seniority within any particular shift.

3.02.01 The need for voluntary time off (VTO) shall be determined at the sole discretion of the Company and (VTO) will be offered by seniority on the shift within the classification VTO is available. For the purpose of VTO, Counter Sales Representatives and Flex—Service Representatives shall be considered separate classifications.

3.03 All job vacancies in classifications covered by this Agreement that the Employer elects to fill shall be posted on a bulletin board and electronically for a minimum of seventy-two hours in order that interested employees can apply for the positions. Job awards shall be on the basis of qualifications and skills to perform the work as determined by the Company. In the event two or more employees are determined to be equally qualified, the length of continuous service with the Company shall govern. In the absence of a qualified internal candidate, the Company reserves the right to recruit externally for qualified candidates.

3.04 Seniority Lists: Current seniority lists and shift schedules shall be maintained and posted at a designated Company location. The Union shall be furnished such lists at least every six (6) months or upon demand. Any protest to the seniority list and/or shift schedules must be made in writing, with a copy to the Employer and the Union, within thirty (30) days from the date of posting. In the event no protest is made, the seniority list, as posted, shall be considered correct and final.

3.05 The Employer has the sole right to establish all shift schedules to include starting and quitting times and days off, except as otherwise provided for in this Agreement. The Employer shall post for bid by work classification the shift schedule(s) on a frequency determined by business needs, but not less than two (2) each year. Postings shall be for a period of seven (7) consecutive calendar days. At the termination of this seven (7) calendar day period, all employees shall commence the bidding procedure which must be completed within an additional fourteen (14) calendar days. After completion of the bidding procedure, the Employer shall implement the new schedule at the beginning of the next work week. Selections shall be made on the basis of the employees' qualifications, skills to perform the job, and seniority as determined by the Company. In the event two or more employees are determined to be equally qualified, the length of continuous service with the Company shall govern. Designated "leads" will bid for a shift with other Leads in his or her classification on the terms and conditions set forth herein.

3.06 Layoff and Recall

Layoffs. Layoffs will be made by inverse job seniority order. In case of layoff, temporary, probationary, and part-time employees shall first be laid off in the order listed. Should a further layoff become necessary, the last employee on the classification seniority list shall be the first employee laid off and the layoffs shall continue in that order, provided that such remaining employees are qualified to do the work of the employee with lesser seniority.

Recall. In case of recall, employees are to be returned to employment in the reverse order in which they were laid off providing they are qualified to perform the work. Any employee who has been given a letter of layoff shall be provided with ten (10) calendar days' written notice of recall by certified mail to his last known address on file with the Employer, with a copy sent to the Union. Employees who fail to make themselves available for work at the end of said ten (10) calendar days after receipt of recall notification shall lose all seniority rights unless otherwise agreed to in writing on a case-by-case basis by the Employer and the Union.

3.07 Loss of Seniority. Seniority shall be lost for any of the following reasons:

(a) Voluntary quit.

(b) Retirement.

(c) Voluntary termination or termination for just cause.

(d) Layoff in excess of one (1) year or length of service, whichever is less.

(e) Failure to report for work as scheduled without notification for three (3) consecutive scheduled workdays, unless circumstances made notification impossible.

(f) Failure to return from layoff as stated in Section 3.06 above, or failure to return from a leave of absence.

(g) Notwithstanding "d" above, any absence of twelve (12) consecutive months unless otherwise precluded by law and/or in the event of an occupational injury for which the injured employee has not been released to return to work prior to a final disposition of the case under applicable Workers' Compensation law.

ARTICLE 4 – NON-DISCRIMINATION AND NON-HARASSMENT

4.01 The Employer and the Union agree that neither will discriminate or harass either directly or indirectly against any employee by reason of race, creed, color, age, religion, sex or sexual orientation, non-disqualifying physical or mental disability, marital or veteran status, or membership or activity in the Union or any other status protected under local, state or federal law.

4.02 The use of the masculine gender in this Agreement shall include both male and female.

ARTICLE 5 – NON-BARGAINING UNIT EMPLOYEES

5.01 Nothing within the confines of this Agreement, including side letters or memoranda of agreement, prevents the Employer from utilizing non- bargaining unit employees (supervisors, managers, or other non-bargaining sources) to perform work to assist the bargaining unit personnel in the performance of their duties or when customer service requires. Further, the duties and tasks regularly carried out by bargaining unit employees will not be assigned or performed by employees not covered by this Agreement except in the case of emergencies, training, peak periods,

unanticipated demand, and/or the unavailability of bargaining unit employees due to reasons such as a short term leave of absence, vacation, or sickness.

5.02 The performance of bargaining unit work by non-bargaining unit personnel shall not result in the layoff of any bargaining unit employees.

ARTICLE 6 – LEAVES OF ABSENCE, BEREAVEMENT, AND SICK DAYS

6.01 FMLA Leave: The Company will follow and comply with all requirements under the Federal Family and Medical Leave Act (FMLA) of 1993 as amended.

6.1 Personal Leave: A bargaining unit employee may request an unpaid leave of absence for up to six (6) months. 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 in the event of an emergency such request shall be made as soon as reasonably practicable. The written request will include a statement of the reason(s) for the request. Personal leaves of absence will be granted at the Employer's discretion and notification shall be provided to the requesting employee and the Union.

6.1.01 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.

6.2 Military Reserve Service: A maximum of fifteen (15) days of military reserve leave will be granted annually to employees who are required to attend active duty military training. The Company will pay the difference between the amount received for such service and the amount of straight time pay an employee would have received had it not been for such service, providing the employee had six (6) or more months' company service at the time the military service commenced and the employee provides the Company a copy of his or her orders upon being informed of his or her training camp dates.

6.2.01 Active Military Leave: Any employee on the seniority list serving in the Armed Forces for thirty (30) days or more under the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA) of 1994 as amended (or any Federal Selective Service Training Statute and amendments thereto, or any similar act in time of National Emergency), shall upon termination of such service be re-employed in line with his seniority, at the then current rate of such work, provided he has not been dishonorably discharged from such service with the United States Government and is physically able to do work available, and further provided he reports for work within ninety (90) days of the date he is discharged from such service with the United States Government.

6.2.03 Upon notification from an employee that he/she is taking USERRA-qualified military leave, the Employer shall notify the Local Union within ten (10) business days.

6.3 Union Leave: Upon no less than ten (10) working days' written notice, the Employer shall grant an unpaid leave for an employee with seniority to serve on Union business, pursuant to Union instructions, without discrimination or loss of seniority or fringe benefits protection, not to exceed ten (10) working days each calendar year, excluding contract negotiations. The notice shall specify length of time off requested. No more than one (1) employee will be permitted on such leave at the same time, excluding contract negotiations for which no more than two (2) employees will be permitted on such unpaid leave unless business conditions allow for more. The Union agrees that such time off request shall not be exercised to the detriment or disruption of the operation of the business.

6.4 Bereavement Leave: In the event a regular, non-probationary full-time employee is required to be absent on a regularly scheduled work day as a result of a death in the immediate family, he/she shall be granted time off with pay not to exceed five (5) scheduled work days to be used within two weeks from the day of death, for time lost, for the purpose of bereavement. The Employer may require proof of death and relationship before making such payment.

"Immediate family" is defined as the employee's current spouse, qualified domestic partner, children (including stepchildren and those legally adopted), grandchildren, brother and sisters, current brother-in-law and current sister-in-law, parents, grandparents, and current mother-in-law and father in-law.

6.4.01 Bereavement pay will not be treated as hours of work for purpose of overtime calculations.

6.5 Sick Days: Regular, full-time employees shall be eligible to receive ten (10) paid sick days upon completion of one (1) continuous year of employment to be prorated the year in which the one (1) year anniversary is reached. Thereafter, commencing each January 1st sick day eligibility shall be for ten (10) days each calendar year.

6.5.01 Unused sick days for any given calendar year will be cashed out in January at straight time no later than the second payroll period to eligible employees on the payroll at the time payments are made. For those employees who have not used any of their allotted sick leave by December 31st of any calendar year, the cash out payment shall be at one hundred and fifty percent (150%) of the value of the allotted sick leave. Any use of sick pay will void the one hundred and fifty percent (150%) premium payment.

6.5.02 Sick pay may be used commencing on the first day of illness. Sick pay may be used in hourly increments. The Company reserves the right to request and receive a doctor's certification of illness or injury after an absence of three (3) or more consecutive days.

6.5.03 Sick days may be taken as personal days subject to the same scheduling and approval process set forth for floating holidays in 13.01 of this Agreement. Personal days so scheduled and approved shall not be counted as an occurrence under the Company's Attendance Policy or nullify the time and one-half (1 ½x) cash out rate of unused sick leave, if any.

6.5.04 Paid sick days will not be treated as hours of work for purpose of overtime calculations.

6.5.05 Notwithstanding 6.5.01 above, any eligible employee or as applicable, an employee's estate, who terminates employment by way of retirement, permanent disability or death shall qualify for unused sick leave payment on a pro-rated, straight time pay basis. Pro rata sick leave shall be computed on the basis of each completed calendar month of service or major fraction thereof.

ARTICLE 7 – NO STRIKE, NO LOCKOUT

7.01 During the life of this Agreement, no strikes or work stoppages shall be caused or sanctioned by the Union, no employee shall engage in any strike, sympathy strike, picketing, slowdown or stoppage of work either complete or partial and no lockouts shall be entered upon by the Employer. Any action of the Employer in closing facilities during a general strike, terroristic act, riot, or civil commotion, for the protection of facilities and property, will not be deemed a lockout.

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

7.03 An employee who brings about or participates in an illegal strike or a work stoppage as set forth herein will be dismissed and his employment terminated.

ARTICLE 8 – WORKDAY, WORK WEEK & OVERTIME

8.01 The regular work week normally consists of forty (40) hours of work comprised of five (5) eight (8) hour days, provided work is available, inclusive of a paid thirty (30) minute meal period.

In the event of overtime, each employee shall receive an additional paid rest period of fifteen (15) minutes for every four (4) hours of work to be taken before the completion of the third hour of each four (4) hour work period. Employees are cautioned against lunch and break abuses. Work schedules are subject to periodic change based on variations in staffing needs and operational needs.

8.01.1 The Company may, at its discretion, implement a 4 day/10-hour work schedule, which will be bid in accordance with the shift bidding requirements set forth in Article (3). Should the Company implement a 4 day/10-hour work schedule, overtime will be paid after 10 hours worked in a day or 40 hours worked in any one payroll week.

8.02 Employees are required to "clock in" at the beginning of the shift and "clock out" at the end of the shift. Likewise, employees are required to "clock in" and "clock out" at the beginning and end of each meal period.

8.03 Starting Time: The established starting time of any employee shall not be changed without at least one (1) weeks' notice unless such notice is waived by mutual agreement of the parties. Any permanent change to an employee's start time will allow said employee to bump any less senior employee from their start time providing he or she possesses the necessary qualifications.

8.04 Overtime: Employees will be paid one and one-half (1½) times the base hourly rate for all hours worked in excess of eight (8) in a workday or forty (40) in the work week. Time paid but not worked (e.g., holidays, vacation, sick/personal days, bereavement, jury duty, work injury) will not be counted as time worked for the purpose of calculating overtime. Overtime and premium pay provisions of this Agreement will not be combined or paid "on top of" each other to determine pay. The period of Friday through Thursday shall be considered the regular work week for pay purposes including overtime calculations.

8.05 Probationary employees shall not be subject to mandatory overtime. All overtime will be offered by classification seniority. Employees can volunteer by seniority. If insufficient numbers volunteer, the Employer may force employees by inverse order of seniority, i.e. offer from the top, force from the bottom. Employees shall be notified of mandatory overtime no less than two (2) hours prior to the end of his or her shift except in emergencies.

8.06 Employees shall notify management at the beginning of each shift if they are unavailable to work overtime. Such notification, however, shall not preclude the Company from assigning overtime per 8.06 above.

8.07 If overtime needs require calling an employee in early on a regular shift, he shall be called in with reasonable notice no less than two (2) hours, for a minimum of two (2) hours of work prior to his regular start time. All hours worked prior to regular bid start time shall be paid at the applicable overtime rate.

8.08 Any employee called and reporting for duty on his/her scheduled day off or at a time outside his/her regular work shift shall be guaranteed at least four (4) consecutive hours of work or four (4) hours' pay in lieu thereof at the applicable overtime rate unless, by mutual agreement he/she leaves prior to the expiration of four (4) hours.

8.09 Notwithstanding 8.08-8.09 above, it is understood and agreed that in the event hours of work unexpectedly become available, the Company maintains its right to cover such hours with the most senior qualified employee from the bargaining unit who is available on straight-time.

8.10 Any employee who reports fit for work on his/her regular shift who does not work any or part of his/her shift due to lack of work will be paid for unworked scheduled hours (up to eight (8) hours' pay) at their regular rate of pay unless the lack of work was caused by an act of God or emergency.

8.11 **On The Job Injuries:** Any employee who is injured during the course of his day's employment shall be paid for unworked scheduled hours (up to eight (8) hours' pay) at his regular rate of pay provided he ceases work for that day to be seen by a physician designated by the Employer.

ARTICLE 9 – STEWARDS

9.01 Recognition: The Employer recognizes the right of the Union to designate a shop steward from the Employer's seniority list. The authority of the shop steward so designated by the Union shall be limited to and shall not exceed the following duties and activities:

A. The investigation and presentation of grievances to the Employer or the designated Employer representative in accordance with the provisions of this Collective Bargaining Agreement. Stewards and/or Business Agents may attend disciplinary meetings between supervision and an employee upon the request of the employee.

B. The transmission of such messages and information which shall originate with, and are authorized by the Local Union, or its officers, provided such messages and information:

1. Have been reduced to writing; or,

2. If not reduced to writing, are of a routine nature and do not involve stoppages, slowdowns, refusals to handle goods, or any other interference with the Employer's business.

9.02 Authority: The Shop Steward has no authority to take strike action, or any other action interrupting the Employer's business except as authorized by official action of the Union.

9.03 Limitation: The Employer recognizes these limitations upon the authority of the Shop Steward, and shall not hold the Union liable for any unauthorized acts.

9.04 Release: When the Union requests Shop Stewards to be relieved of his duties to attend Union Meetings, etc., such requests will be made to the Location Manager or Area Manager at least 24 hours in advance, and such permission will not unreasonably be withheld.

9.05 Paid for Time: Shop Stewards will be paid for time lost from their regularly scheduled forty (40) hour work week when attending meetings with a member of management.

9.06 Representation: Stewards will be allowed a reasonable amount of time to review grievance issues with employees with the approval of management. Management will not unreasonably refuse such requests.

ARTICLE 10 – GRIEVANCE AND ARBITRATION PROCEDURE

10.01 A grievance is an alleged violation or an issue of interpretation or application of this Agreement.

10.02 STEP ONE: Any employee having a grievance shall bring it up through his or her Shop Steward to the immediate supervisor and/or Human Resources within ten (10) calendar days of the alleged violation or knowledge thereof, and the parties shall attempt to resolve the grievance informally.

10.03 STEP TWO: If a resolution is not reached in Step One, the grievance shall be reduced to writing and submitted to the immediate supervisor within ten (10) calendar days of the supervisor's Step One response. In turn, the supervisor will give his written response within ten (10) calendar days of receipt of the grievance.

10.04 STEP THREE: If the grievance is not resolved in Step Two and the Union wishes to pursue the grievance, it shall be presented by the Local Union Business Agent to the General Manager or his or her designated representative in writing within ten (10) calendar days of the supervisor's response. The General Manager or his or her designated representative will give his or her written answer within ten (10) calendar days of receipt of the grievance

10.05 If the Union elects to arbitrate the grievance after the compliant processing of the grievance as set forth above, it shall be submitted to arbitration as follows:

A. Within ten (10) working days after receipt of the Employer's written answer at the third step, the Union shall notify the Employer in writing of its intention to submit the grievance.

B. The parties will attempt to agree upon an arbitrator, but failing to agree the parties will request the Federal Mediation and Conciliation Services (FMCS) to submit a list of nine (9) arbitrators from which each party will alternately strike one (1) name. The remaining name will be the arbitrator.

C. The Secretary Treasurer of the Local Union and the General Manager of Operations or their designees shall have the authority to withdraw or settle any grievance prior to the submission to arbitration and/or prior to the decision or award of the arbitrator.

D. The Employer and the Union shall jointly prepare and sign for the arbitrator a submission setting forth the issue or issues in dispute. If a submission cannot be agreed upon between the Employer and the Union, each party shall submit to the arbitrator and to each other a statement of the issues it considers to be in dispute.

E. The arbitrator shall not have the power to add to or subtract from or modify any of the terms of this Agreement or any agreements supplemented hereto. The decision of the arbitrator shall be final and binding upon the Employer and the Union during the duration of this Agreement.

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

10.06 Time limits described herein may be extended by mutual agreement.

10.07 For purposes of this Article, "working" days are defined as Monday through Friday excluding holidays.

10.08 The transmittal of written notifications as set forth in this Article may be affected electronically, by facsimile, mail, or hand delivery.

ARTICLE 11 – DISCIPLINE

11.01 No employee shall be warned or suffer suspension or discharge except for just cause and due process.

11.02 Warning notices will be issued in writing to employees, with copies to the Union, on a timely basis but not later than fourteen (14) calendar days of the date of the occurrence for which the action is being taken or fourteen (14) calendar days after the Company becomes aware of the occurrence for which the action is being taken. Said warning notices shall be by hand delivery, facsimile, electronic or certified mail. Written warnings will expire after twelve (12) months if no other related offenses are incurred (e.g., attendance, safety, unprofessional conduct).

No warning notice need be given in the case of serious and egregious misconduct as exemplified but not necessarily limited to the following: dishonesty, sleeping on the job, being in possession of, trafficking in, or under the influence of alcoholic beverages, narcotics, illegal drugs, recreational marijuana, illegal substances, or abuse of prescription drugs while on duty and/or on Company premises, failure to promptly report any accident which has resulted in personal injury or property damage, willful destruction of Employer's or public property or property of fellow employees; reckless driving, willful refusal to carry out a direct order of a manager or supervisor, using an Employer's vehicle for personal use without permission or falsification of an employment application, fighting, threatening or provoking violence in the workplace on or off premises in view of the workplace, and harassment (sexual, verbal, physical).

11.03 Protest of suspension or discharge of a regular employee shall be through the grievance and arbitration procedure of this Agreement unless such protest is expressly prohibited. Except as otherwise provided, such notice of appeal from suspension or discharge must be made to the Employer in writing by hand delivery, facsimile, certified or electronic mail within ten (10) calendar days from the date of notification of suspension or discharge to the Union.

11.04 Any employee discharged must be paid in full for all wages owed him or her by the Employer, including earned vacation pay, if any, no later than the next regularly scheduled payday or as mandated by state law, whichever timeframe is less. All Company property will be returned immediately, but in no event later than seventy-two (72) hours after the discharge.

11.05 Personnel Files: Employees may, upon advance notice to the City Operations Manager or Human Resources Business Partner, review their personnel folder.

ARTICLE 12 – JURY DUTY

12.01 Regular (post probation) full and part time employees who are called for examination for federal, state, or local jury duty and/or who serve as jurors shall be paid the amount of straight time pay he would have normally received had it not been for the jury duty service. Payment will be for a period not to exceed thirty (30) days and subject to verification from a court of law. If

requested by the Company, checks received from the Court must be promptly signed over to the Company.

12.02 Upon receipt of the jury duty summons and release from jury duty obligation, employees must promptly notify their immediate supervisor. Failure to do so, may subject employees to disciplinary action.

12.03 Jury duty pay will not be treated as hours of work for purpose of overtime calculations.

ARTICLE 13 – HOLIDAYS

13.01 Regular (post-probation) full-time employees shall be eligible for the following designated and "floating" holidays:

New Year's Day	July 4th
Labor Day	Thanksgiving Day
Day After Thanksgiving	Christmas Day
Six (6) Floating Holidays	

13.02 Floating Holidays: Eligibility for floating holidays shall be in accordance with the following schedule, terms and conditions:

a) Employees who become eligible for Floating Holidays, will receive a prorated number of Floating Holidays for that calendar year based upon the date they complete their probationary period:

January 1 – April 30 – 6 floating holidays

May 1 – July 31 – 4 floating holidays

August 1 – December 31 – 2 floating holidays

b) Employees shall give at least two (2) weeks' notice of when such floating holiday is to be taken and such request will be subject to mutual agreement between the Employer and the employee. Requests for floating holidays shall be subject to approval on a 'first come, first served" basis except that requests received on the same day shall be subject to approval on the basis of seniority.

c) Floating holidays must be taken in full shift increments. Payment for floating holidays will not be made in the event employment is terminated for any reason prior to the use of such days, nor can floating holidays be carried over to the next year except as may be approved by management.

13.03 Holiday pay shall be equal to the number of regularly scheduled shift hours [not to exceed eight (8)] at the employee's regular straight-time rate, excluding differentials. For any work performed on any of the above-mentioned designated holidays, the employee shall receive, in addition to holiday pay, time and one-half (1 ½x) his or her straight time hourly rate for the hours worked on the designated holiday.

13.04 An employee will not be entitled to holiday pay if:

a) He has not completed the probationary period preceding the day on which the holiday is observed.

b) He fails to work any portion of the last scheduled workday immediately prior to the holiday and any portion of the next scheduled workday immediately after a holiday, unless excused by management.

c) He was scheduled to work a holiday but fails do to do in full or part, unless excused by management.

d) He is on a leave of absence.

13.05 For any of the above-named holidays falling within an employee's vacation period, the employee shall receive an additional day's pay but no additional time off.

13.06 Terminated employees, whether for cause, retirement, death or voluntary quit shall not receive holiday pay for subsequent holidays.

13.07 Holiday Shift Bid: In the event the Employer elects to schedule reduced crews on any shift on any of the above-listed fixed holidays, a holiday shift bid will be posted no less than fourteen (14) days in advance of the holiday and the shift bid will close after seven (7) days of posting. If the schedule is not filled voluntarily by seniority, the least senior qualified employees within the respective classifications will be assigned the remaining work wherever and whenever such work occurs.

13.08 Holiday hours paid but not worked will not be treated as time worked in the calculation of overtime.

ARTICLE 14 – VACATION

14.01 A regular full-time employee shall accrue and be entitled to vacation with pay as follows:

After one (1) continuous year of employment: ten (10) days

After five (5) continuous years of employment: fifteen (15) days

After ten (10) continuous years of employment: twenty (20) days

After (20) continuous years of employment: twenty-five (25) days

Vacation is accrued only for compensated time under one or more provisions of this Agreement or as may be otherwise mandated by law.

14.02 Vacation pay shall be calculated on the basis of an employee's regular straight time hourly rate of pay in effect at the time vacation is taken and the number of hours of vacation shall be based upon the employee's regular schedule of hours of work per work week, not to exceed forty (40).

14.03 The vacation year shall run from January 1 to December 31, inclusive, and there shall be no carryover of vacation from one vacation year to the next. Vacation assignments shall be made at the discretion of the Employer by classification seniority providing such selection does not interfere with the efficient operation of the business. The vacation schedule shall be posted annually by November 1st and employees shall bid their choice for vacation by classification seniority by December 1st. The Employer shall post the approved vacation by the end of that calendar year.

The Employer reserves the right to limit the number of employees on vacation at the same time and to impose vacation blackout periods during which one employee per job classification will be allowed to select vacation.

14.04 Effective with the first vacation bidding period following ratification, regular full-time employees with five (5) or more continuous years of service as of January 1, may request up to one (1) full work week of vacation (five days) to be paid out in lieu of vacation. Employees must elect during the regular vacation bidding period which weeks they are bidding as actual vacation weeks and which week shall be paid in lieu of vacation. Employees electing pay in lieu of vacation shall be paid an equivalent amount, in the usual manner that such payments are made. Vacation shall not be carried over from year to year, and must be taken or "cashed out," as set forth herein, each year.

14.05 An employee, upon termination of employment for any reason after one (1) continuous year of employment, shall be entitled to payment of any accrued but unused vacation pay to which he may have become entitled to since his last anniversary date. Such vacation pay upon termination shall be based on one-twelfth (1/12) of the full and applicable vacation amount as set forth in Section 14.01 herein for each full month of continuous full-time employment since his last anniversary date.

14.06 Vacation pay will not be treated as hours of work for the purpose of overtime calculations.

ARTICLE 15 – HEALTH AND WELFARE

15.01 Regular full-time employees covered by this Agreement will be eligible to participate in the Hertz Custom Benefit Program, subject to the eligibility requirements set forth in the Summary Plan Description ("SPD") and/or the Program Plan Document which are hereby incorporated by reference. If there is any conflict between the Program Document and any part of the SPD, the Program Document will govern.

15.02 The Employer reserves the right to revise, amend, or terminate the Program in whole or part throughout the term of this Agreement and thereafter without prior consultation or negotiation with the Union. The Company will notify the Union, in advance, of any such changes to the Program. Any revisions of the terms and conditions of the Hertz Custom Benefit Program that may be made from time to time will automatically be extended to employees covered by this Agreement at the earliest feasible date but no later than six (6) months from the date of such revision.

In the event the Company terminates the existing Program, the parties shall meet to negotiate the effects of the termination.

15.03 Notwithstanding any other provision or language within this Agreement, part-time, seasonal or temporary employees will not be eligible to participate in the Hertz Custom Benefit Program unless the specific terms of the Plan Document provide otherwise.

15.04 No matter of the Hertz Custom Benefit Program, including its interpretation, implementation, modification, effectiveness, or termination in whole or part shall be subject to the grievance and arbitration procedure of the Agreement and no arbitrator shall have any authority to hear, consider or rule on any such matter.

ARTICLE 16 – INCOME SAVINGS PLAN

16.01 Employees covered by this Agreement will be eligible to participate in the Hertz Income Savings Plan ("Plan"), subject to the eligibility requirements set forth in the Summary Plan Description ("SPD") and/or the Program Plan Document and Trust Agreement which are hereby incorporated by reference. If there is any conflict between the Plan Document and Trust Agreement and any part of the SPD, the Plan Document and Trust Agreement will govern.

16.02 The Employer reserves the right to revise, amend, or terminate the Plan in whole or part throughout the term of this Agreement and thereafter. The Company will notify the Union, in advance, of any such changes to the Plan. In the event the Company terminates the existing Program, the parties shall meet to negotiate the effects of the termination.

16.03 No matter of the Plan including its interpretation, implementation, modification, effectiveness, or termination in whole or part shall be subject to the grievance and arbitration procedure of the Agreement and no arbitrator shall have any authority to hear, consider or rule on any such matter.

ARTICLE 17 – SUCCESSORSHIP

This Agreement shall be binding on both parties, their successors and assigns, including but not limited to lessees, except as otherwise legally countermanded. All the provisions of this Agreement shall apply if the Employer is spun off, succeeded, absorbed, purchased or merged by any other employer or taken under administration through receivership, trusteeship or otherwise. The Employer agrees to notify the Union within no less than thirty (30) days of the sale or transfer of the Employer's business.

ARTICLE 18 – SAVINGS CLAUSE

18.01 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 of 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.

18. 02 In the event of invalidation as defined in 18.01 above, the parties agree to promptly meet and negotiate replacement contract language, if appropriate, designed to as nearly as possible approximate the intent and effect of the contract provision that has become unenforceable or invalid.

ARTICLE 19 – MANAGEMENT RIGHTS

19.01 The Employer is entitled to and reserves the exclusive right to administer and manage his business, whether that right has been exercised to date or is exercised henceforth, irrespective of the frequency with which it is used and per his judgment. This right includes, but is not limited to all management rights to:

(a) Recruit, hire, promote, demote, transfer, classify, reclassify, lay off, recall, discipline and dismiss for just cause.

(b) Judge and evaluate employee qualifications and performance.

(c) Operate and manage its affairs and facilities in all respects in as efficient and economical manner as he sees fit.

(d) Maintain order, discipline and efficiency.

(e) Determine the nature and kind of business conducted by the Company, the products to be carried, the kinds and location of equipment, merchandise goods, fixtures and type of customer service to be used.

(f) Control materials and goods, the methods and techniques of work, the schedules of work, number of personnel to be employed, starting and finishing times and overtime requirements.

(g) Institute changes in jobs, job standards; discontinue, reorganize, combine, substitute any operation or part thereof.

(h) Introduce new or improved products, services, maintenance procedures, materials, facilities, equipment, technology, methods and techniques. Technological introductions include but are not limited to the installation of kiosks in the workplace.

(i) Make and enforce and alter from time to time rules and regulations to be followed by the employee which are not in conflict with this Agreement.

19.02 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, side letter or memorandum, are maintained and vested to the Employer.

ARTICLE 20 – MAINTENANCE OF STANDARDS

20.01 The Employer agrees that all rates of pay, differentials, and all other terms and conditions of employment shall be maintained at no less than the highest standard in effect at the signing of this Agreement except:

a) as otherwise provided for or limited by another provision of the Agreement.

b) in the event of a strike or work stoppage of any kind.

c) as the parties may mutually agree.

ARTICLE 21 – UNIFORMS

21.01 Where the Employer requires employees to wear uniforms in the course of his or her duties, the Employer shall furnish them in sufficient quantities without cost to employees. The type and style of uniforms shall be selected by the Employer and employees shall be responsible for the reasonable care and upkeep of uniforms; replacements shall be issued on a "case-by-case, as needed" basis.

21.02 The parties agree to continue the practices regarding name tags and parking passes.

ARTICLE 22 – UNUSSIGNED SHIFTS

The Employer, at its discretion, may include an unassigned classification in its shift bid. Unassigned employees will be assigned by classification and shift (i.e. Flex Service Rep and Counter Sales Rep) but will not have a defined work shift schedule. Unassigned employees will be used to cover vacation, sick, LOA, and other absences from work. Should the Employer use unassigned employees it shall not exceed one unassigned employee scheduled for one (1) am shift and one unassigned employee scheduled for one (1) pm shift per job classification. Employees that bid on an unassigned shift may be required to work on any day during the work week and will be advised of their schedule from week to week and reporting times shall be offered and selected according to their seniority. In the case of emergency, local management may revise the work schedules for unassigned employees after providing 24 hours' notice to the employee.

ARTICLE 23 – FULL AGREEMENT

23.01 All matters within the scope of bargaining have been negotiated and agreed upon. The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties. Specifically, but not exclusively, neither the Employer nor the Union is bound by any past practices of the Employer, or understandings with the Union, unless such past practices and/or understandings have been discussed during negotiations and formed the basis for agreed upon language in this Agreement. Both parties acknowledge that they had full opportunity during negotiations to make any demands and proposals.

23.02 There is no obligation on either party during the life of the Agreement to bargain collectively with respect to any matter, whether included or not included in this agreement, except as provided in this Agreement or as may be otherwise agreed to by the parties.

ARTICLE 24 – DURATION, TERMINATION AND RENEWAL

This Agreement shall be in full force and effect from October 31, 2019, to and including October 30, 2023 (the "expiration date"), and shall continue from year to year thereafter unless written notice of desire to cancel, open, terminate, or negotiate changes or revisions to the Agreement is served by either party upon the other no more than ninety (90) days or less than sixty (60) days prior to date of expiration.

ACCEPTED AND AGREED TO:

FOR THE HERTZ CORPORATION:

BY: S. Popović
Saska Popovic – Manager of Labor Relations

DATE: 02/21/2020

BY: _____

DATE: _____

BY: _____

DATE: _____

FOR TEAMSTERS LOCAL NO. 222:

BY: _____
Spencer Hogue – Secretary Treasurer

DATE: 2/10/2020

BY: _____
Cory Haslam – President

DATE: 2/10/2020

BY: _____
Grant Edwards – Business Agent

DATE: 2/10/2020

APPENDIX 'A'

1. WAGES

A. WAGE PROGRESSIONS

Except as otherwise provided for, employees will be paid in accordance with the following minimum wage progression schedules effective with the date of ratification of the Collective Bargaining Agreement:

Counter Sales Representatives

Start	$11.25
6 months	$11.75
12 months	$12.25

Flex Servicer Representatives

Start	$12.50
6 months	$13.00
12 months	$13.50

Effective the date of ratification, any employee at a start rate listed above will have his or her pay rate increased to the applicable six (6) or twelve (12) month rate that corresponds with his or her length of service in the applicable job classification.

The Company reserves the right to increase the above minimum rates at any time during the term of this Agreement and to hire a new employee into the wage progression step or "red circle" (non-progression) rate that corresponds to its assessment of relevant past experience, knowledge and training.

For the purpose of movement through the wage progressions, an employee will be considered to have worked a month if that employee is compensated for at least seventy-five percent (75%) of his or her scheduled work shifts in a calendar month (excluding scheduled vacation time and holidays paid but not worked). Employees returning from leaves of absence shall be credited for all months worked prior to taking the leave and shall continue through the progression accordingly.

When an existing job is to be changed or a new job is to be created, the Employer shall notify the Union in advance of the amended or new job duties and the rate of pay. Upon request, the Employer agrees to meet with the Union to discuss the job duties and wage rate.

B. OUT OF PROGRESSION ("RED CIRCLE") WAGE ADJUSTMENTS

On each date set forth below, regular full and part-time employees who a) have been employed with the Company for a minimum of twelve (12) consecutive months, b) are at or above the top step of a wage progression, and c) have worked a minimum of one thousand and forty (1,040) hours during the preceding twelve (12) month period shall receive the corresponding hourly wage increases:

Year One	Year Two	Year Three	Year Four
October 31, 2019	October 31, 2020	October 31, 2021	October 31, 2022
$0.45	$0.45	$0.40	$0.40

* Yearly contractual increases will be effective on the first payroll date in which 10/31 falls each year.

* Wage increases will be paid retroactively from 10/31/2019

C. LEAD PAY

At its sole discretion, the Employer will determine whether at the location covered by this Agreement and within one or more job classification set forth in the Certification of Representative or which may be added to the Agreement at some future date, a "Lead" will or will not be utilized, and if utilized, the Employer reserves the unilateral right to select, assign, retain and remove and replace said Lead.

Leads shall be paid one dollar ($1.00) an hour in addition to his straight-time hourly rate of pay for the duration of the Lead assignment.

A Lead shall bid for a shift with other Leads within his job classification.

D. SHIFT PREMIUMS

A shift premium of fifty cents ($0.50) an hour shall be paid for all hours worked on a scheduled shift beginning at 3 P.M. but before 5 A.M. including any overtime extension. A shift premium of one dollar ($1.00) an hour shall be paid on the closing shift (currently 6 P.M. to 2 A.M.) and any overtime extension, providing the full shift is worked. Shift premiums shall be included in overtime calculations but shall not be applied to hours paid but not worked (e.g., holidays, sick days).

E. INCENTIVE PAY

The Employer may, in its sole discretion, pay for any classification bonuses or incentive plans. The Employer retains the sole right to create, implement, amend or terminate such plans, and/or reasonable job performance standards and, in the event an employee falls below the reasonable job performance standards, impose discipline up to and including discharge.

ACCEPTED AND AGREED TO:

FOR THE HERTZ CORPORATION:	**FOR TEAMSTERS LOCAL NO. 222:**
BY: S. Popović	BY:
Saska Popovic – Manager of Labor Relations	Spencer Hogue – Secretary Treasurer
DATE: 02/21/2020	DATE: 2/10/2020
BY:	BY:
	Cory Haslam – President
DATE:	DATE: 2/10/2020
BY:	BY:
	Grant Edwards – Business Agent
DATE:	DATE: 2/10/2020

APPENDIX 'B'

PART-TIME AND SEASONAL EMPLOYEES

A. PART TIME EMPLOYEES

The Employer, at its discretion, may employ persons in the classifications covered by this Agreement on a part-time basis. Part-time employees are employees who, for the most part, work less than thirty (30) hours per week. Part time employees will be covered by the terms of the Agreement with the following modifications and exceptions:

(a) Part-time employees will be paid holiday pay only if they would have been scheduled to work on the holiday and only in the amount equal to the hours they would have been scheduled to work. If the part-time employees work on a holiday, they will be paid one and one-half times (1 ½ x) at their regular rate for the hours worked in addition to holiday pay, if applicable.

(b) Part-time employees will accumulate vacation in accordance with the Agreement except that vacation hours will be computed based on the average hours worked per week during the preceding thirteen (13) weeks and paid at the current hourly rate.

(c) Regular part-time employees shall be eligible to receive five (5) paid sick days upon completion of one (1) continuous year of employment to be prorated the year in which the one (1) year anniversary is reached. Thereafter, commencing each January 1st sick day eligibility shall be for five (5) days each calendar year.

Pay for sick days will be computed based on the regular straight time hourly rate for the average hours worked per week during the preceding thirteen (13) weeks

(d) The Employer will determine the hours to be worked by part-time employees. A part-time employee who refuses to work the scheduled hours is considered to have resigned.

(e) Part-time employees in a classification will be laid off in order of seniority prior to the regular full-time employees. Part-time employees will be recalled in order of seniority to work hours scheduled by the Employer provided they are qualified to perform the work. The Employer shall employ regular full-time employees prior to recalling part-time employees.

(f) No combination of part-time employees shall be used to eliminate full-time employees.

B. SEASONAL EMPLOYEES

The Employer, at its discretion, may employ seasonal employees during the June 1 through September 30 peak period.

Seasonal employees will be covered by the terms of the Agreement with the following modifications and exceptions:

(a) Seasonal employees shall be paid the starting rate of the applicable work classification as set forth in Appendix 'A' of the Agreement.

(b) Seasonal employees will not be entitled to any benefits other than those that may be mandated by law.

(c) Seasonal employees will be permitted to work on holidays and will be eligible for holiday pay for work performed at one and one-half times (1½ x) their hourly rate of pay in accordance with Article 13 Holidays.

(d) Seasonal employees shall not infringe on the contractual rights of bargaining unit employees to work holidays and overtime.

(e) Seasonal employees will not be used to displace bargaining unit Employees, and the number of seasonal employees at any one time shall not exceed four (4).

(f) In the event that a seasonal employee remains on the payroll beyond one hundred twenty (120) days of work performed, he or she will have satisfied the probationary period and will become a regular employee entitled to the terms and conditions of the Agreement. When so assigned, the employee shall commence accruing seniority as of his or her original date of hire and be placed in the appropriate position of the wage progression schedule and with the corresponding level of benefits.

(g) The union will be notified when a temporary employee is hired.

ACCEPTED AND AGREED TO:

FOR THE HERTZ CORPORATION:	**FOR TEAMSTERS LOCAL NO. 222:**
BY: S. Popovic	BY:
Saska Popovic – Manager of Labor Relations	Spencer Hogue – Secretary Treasurer
DATE: 02/21/2020	DATE: 2/10/2020
BY:	BY: Cory Haslam
	Cory Haslam – President
DATE:	DATE: 2/10/20
BY:	BY: Grant Edwards
	Grant Edwards – Business Agent
DATE:	DATE: 2/10/2020

Letter of Understanding (A)

BY AND BETWEEN THE HERTZ CORPORATION

And

I.B.T. – TEAMSTERS LOCAL 222

It is understood and agreed by and between The Hertz Corporation and the I.B.T. - Teamsters Local 222, that upon ratification, due to the newly created role of Flex Service Representative, all employees covered by this agreement will be given a one-time opportunity to bid their position based on the total number of jobs available in seniority order.

This bid will take place within 30 days of ratification.

All current job classifications will be combined into one seniority list for the purpose of an initial one-time job/shift bid.

After the initial one-time job/shift bid, the employer shall follow the provisions defined within Article (3), Seniority.

All employees outside of progression, that have chosen a Flex Service Representative position, will receive a one-time pay adjustment of $0.75 per hour, in addition to their annual hourly wage increase.

THE HERTZ CORPORATION	IBT, LOCAL UNION NO. 222
S Popović 02/21/2020	2/10/20
	Cory D. Harlan 2/10/20
	2/10/2020