

The Hertz Corporation  
VSA Addendum  
Local 222 – Salt Lake City, Utah  
October 1, 2021 to September 30, 2024  
Car Rental Division

**Wages**

Wages shall be set forth in Exhibit "A" attached hereto

**Shift Differential & Breaks**

Employees shall be paid fifty cents (\$0.50) per hour additional for all work performed for a shift beginning at 12:00 p.m. and before 5:00 am. For every hour a VSA works, they will receive 5 minutes for their breaks. Breaks can be taken at once or split throughout their entire shift. It is understood that these breaks are inclusive of and not in addition to the lunch period that is set forth in Article IV of the Master Agreement. In addition, breaks cannot be taken within the first two (2) hours of the start of the shift or the last hour of the shift. Employees hired after date of ratification June 9<sup>th</sup> 2022 are not eligible for shift differential pay.

**Probation Period**

All new hires shall serve a probation period of ninety (90) days.

**Job Bidding**

Job Bidding as follows:

1. In the event of a job opening or shift, the opening or shift shall be posted for bid from employees within the classification by seniority; each bid shall be posted for 72 hours and then closed.
2. The company shall have the right to fill the vacancy created by section 1 above.
3. Employees absent from work for any reason must notify the Employer in writing of their desire to bid on any job or shift as outlined above that may occur during their absence.
4. All openings shall be posted for bid within 24 hours of the decision to fill the opening and be assigned to the successful bidder within five (5) working days after the bid.
5. There shall be at least one annual overall shift bid.
6. A copy of all bids will be sent to the Local Union.

**Vacation and Floating Holidays**

The vacation year for all employees shall be January 1 through December 31. Vacation requests will be submitted at least two (2) week in advance. Management will respond to vacation requests within seventy two (72) hours or the request will be considered granted.

The company will be able to blackout up to 4 weeks each calendar year for the purpose of vacation selection.

Employees who are terminated or voluntarily resign without the proper two (2) week notice will not be eligible to receive payout for accrued but unused floating holidays, Upon voluntary resignation with notice, the employee is expected to finish his/her scheduled work (unless excused by management) for the (2) weeks from the date of notice in order to be paid out for their accrued but unused floating holidays. Vacation days and up to five floating holidays will be bid during the annual vacation bid. Sick days converted to floating holidays will not be selected on the annual vacation bid. The use of sick days converted to floating holidays will follow Article V Section 1 of the Master Agreement.

Cash out of unused vacation each calendar year will be done in accordance with Article VI, Section 1 (B) of the Master Agreement.

### **Overtime**

No employee will be required to work more than 4 mandatory hours on a regularly scheduled shift or 8 hours mandatory on a regularly scheduled day off.

All overtime will be assigned by seniority. Mandatory overtime on the seventh consecutive work day shall be paid at two times (2x) the employee's hourly rate for all hours worked provided the employee works mandatory overtime on his/her sixth day.

A mutually agreed upon Union member will witness all daily overtime and posted overtime calls from a list provided by the company, between 1:00 and 3:00 pm. The union member who witnesses this daily overtime will not suffer any loss of incentive and will perform this work during their regular scheduled shift.

When a voice message has been left by management, the employee will have 10 minutes to respond before management can go to the next senior employee. If an employee calls back during the allotted time period & leaves a voice message with management, then management must return their call first before continuing with the seniority list.

### **Attendance**

To qualify for tardy/early out the employee must work at least three (3) hours of the shift or it will be considered a sick call.

In the instance of any no call/no show, it will only take one occurrence in a thirty-day period to be subject to discipline for absences per the attendance policy.

After receiving discipline in any attendance category, the opportunity is available to reduce the discipline by one level. Perfect attendance in the absence and/or tardy/early out category for a consecutive 60 day period will reduce the last letter issued by one level. The company can request a doctor's note only after calling out 3 working days or more.

### **Safety Shoes**

The Company will provide safety shoes either by arranging for a vendor to be on site, or the Company will provide one hundred and twenty five dollars (\$125) for safety shoes meeting Hertz safety standards (steel hard toe and slip resistant where applicable). To be eligible for the boot allotment each year, the employee must present worn boots to management. For shoes not purchased from the Hertz vendor the following will be required before the employee will be reimbursed.

- The original receipt
- The actual shoes purchased
- The manufacturer's certificate of verification that the soles are slip resistant, and that the shoe has steel/hardened safety toe protection, where applicable

This information shall be provided to the designated company manager by department for approval before the purchase will be approved and reimbursed.

### **Accidents**

Post accident drug tests will be given immediately following any motor vehicle accident and all on the job injuries. A motor vehicle accident is defined as any damage to a vehicle that results in \$750 or more worth of damage. Employees suffering an on the job injury will only be drug tested in cases where impairment could be the cause of the injury.

### **Discipline**

Pursuant to Article XI of the collective bargaining agreement, written warning notices shall expire after nine months. The company will consider discipline levels active for a nine month period of time following the issuance of such written notice. After nine months, with no further discipline issued during that time period, the employee will be reduced one active level of discipline. Time off due to leaves of absence, including workers compensation, will not count towards the nine month period.

For example: An employee receives a first written warning for absences and three months later receives a second written warning for absences. The employee will remain at a second written warning level for the next nine months. Following the nine month period, the employee's discipline level will be reduced to a first warning level if no further discipline is received.

### **D.R.I.V.E**

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.

### **Seasonal Employee**

The Employer may utilize seasonal help as vacation relief and during peak periods to meet the operating needs of the Employer. Seasonal employees shall not have seniority.

- (a) Seasonal employees shall be paid overtime on the basis of time and one-half (1-1/2) the employee's straight time hourly rate for all hours worked in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week.
- (b) Articles III, IV, VI, VII, IX, shall not apply to seasonal employees.
- (c) It is understood the Employer will not utilize seasonal help if any employee having seniority status is laid off.
- (d) Seasonal employees who are hired as a regular full-time employee will be given seniority credit to the first day of hire as a seasonal provided the service is continuous.
- (e) Seasonal employees can be utilized from June 1<sup>st</sup> through September 30<sup>th</sup>
- (f) A maximum of five (5) seasonal employees can be used each year in the time frame as set forth in section (e) above.

### **Unassigned Employees**

The Company can utilize one unassigned employee in the VSA classification during the two (2) annual bids; The Employee who is assigned this position will receive an extra one dollar (\$1.00) per hour on top of their regular hourly rate. This one dollar (\$1.00) differential will only apply when the employee schedule deviates from their normal bid shift. It is understood this one dollar (\$1.00) differential is not in addition to any other premiums.

The Company will post/notify on each Monday by 10:00 am the schedule for the following Friday's unassigned shift. If the Company does not post/notify the employee of their schedule by the deadline set forth above, the employee's shift will remain unchanged.

### **Part Time Employees**

The greater of either a maximum of four (4) or ten percent (10%), rounded to the next highest number of part-time employees may be employed.

### **Union Leave**

Upon no less than ten (10) working days' notice, the Employer shall grant an unpaid leave for an employee with seniority to perform work for the Union, pursuant to Union instructions, without discrimination or loss of seniority or fringe benefits protection, not to exceed thirty (30) working days each calendar year, excluding contract negotiations. The notice shall specify length of time off request. No more than one (1) employee in each department will be permitted on such leave at the same time, excluding contract negotiation. The Union agrees that such time off request shall not be exercised to the detriment or disruption of the operation of the business.

**Health and Welfare – Local 222**

**Section I**

The Employer agrees to pay one thousand sixty dollars and twenty-five cents (\$1060.25) per month into the Teamsters Security Fund to provide the Gallatin Plan for each regular employee covered under this agreement in accordance with the rules prescribed by the Trustees of said Security Funds. Benefits for this premium shall include hospital, surgical and dental benefits and other benefits as approved by the Trustees.

**Section II**

The employer agrees to provide up to an additional twenty-five cents (\$.25) per hour on each subsequent anniversary of the agreement to be applied toward the cost of benefits outlined in section I above.

Any increase in excess of the amount stated above shall be borne by the employee. The Employer shall have the right to reduce the pre-tax earnings of employees to accomplish such cost sharing. If the increases stated above are not needed to maintain the benefit levels, the remaining amounts will be allocated to a Health Reimbursement Arrangement (HRA) on behalf of each employee.

Any cost sharing payment by employees, which is in effect as of the date of the ratification of the agreement shall continue unchanged. The current cost sharing payment for each employee is twenty nine dollars and eleven cents (\$29.11) per week.

The employer agrees to make an initial payment to the Utah-Idaho Trust on behalf of each eligible employee no later than July 15<sup>th</sup> 2022. The employees will become eligible for benefits on the 1<sup>st</sup> of the subsequent month set forth above.

**Exhibit A**

<b>SALT LAKE CITY</b>	<b><u>10/01/2021</u></b>	<b><u>10/01/2022</u></b>	<b><u>10/01/2023</u></b>
WAGE PROGRESSION	\$2.00/hr	\$1.00/hr	\$1.00/hr
VSA STARTING WAGE:	\$16.00	\$16.00	\$16.00

1 - Employees will be paid at a minimum the rates in the above that correspond with their job title. The Employer may adjust minimum rates to meet business needs, provided said minimum rates are not adjusted below those rates set forth above. When such adjustments are necessary, all current employees who fall under the new minimum pay rate will be adjusted to the new minimum pay rate for their classification.

2 - Employees who have at least 12 months of employment as of the dates set forth below shall receive the corresponding hourly contractual general wage increases to their then-current hourly rate of pay during each year of this Agreement as set forth below:

<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
\$2.00/hr	\$1.00/hr	\$1.00/hr

3 - Employees are eligible for the greater of the minimum pay rate or the contractual wage increase, but not both.

4 - In the event the local, State or Federal minimum wage is increased and is greater than the above start rates, any employee earning less than the increased minimum wage rate will have their wage rate automatically increased to the higher minimum wage as of the effective date of the new minimum wage.

5 - When minimum wage is increased by law within the year prior to the above scheduled wage increases, employees who are below the increased minimum wage will be entitled to received the greater of the annual wage increases set forth above or the increase in minimum wage.

The parties agree that this addenda and the Master Agreement contain all agreements and understandings between the parties and that any and all side letters, memoranda of understanding and agreements are null and void unless attached to this addenda or acknowledged in writing signed by the Union and the Employer after the ratification date of this addenda.

THE HERTZ CORPORATION  
  
 Signature

7/1/2022  
 Date

LOCAL UNION NO. 222  
  
 Secretary Treasurer

  
 Business Agent

07.01.2022  
 Date