

# AGREEMENT

Between

DOLLAR THRIFTY AUTOMOTIVE GROUP  
Los Angeles International Airport

And

COMMUNICATIONS WORKERS OF AMERICA,  
LOCAL 9003

Rental Sales Agents (RSA) and RSA Leads

09/01/2017 through 08/31/2021

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This Agreement entered into by and between THE HERTZ CORPORATION, a Delaware Corporation, as applying to its Dollar rental car operations located at the Los Angeles International Airport, Los Angeles, California, hereinafter referred to as the "Employer", and the Communication Workers of America, Local Union No. 9003, hereinafter referred to as the "Union".

**WITNESSETH:**

That for the purpose of mutual undertaking and in order that a harmonious relationship may exist between the Employer and the Union to the end, that continuous and effectively service will be rendered to and by both parties for the benefit of both, it is hereby agreed that:

**ARTICLE 1: RECOGNITION**

To the extent that a job classification exists at the location covered by this Agreement and for the purposes of collective bargaining with respect to wages, hours of employment and other terms and conditions of employment, Dollar Thrifty Automotive Group, Inc., the Employer herein, recognizes Communications Workers of America, Local 9003, the Union or CWA herein, as to the sole and exclusive bargaining agent of the following employees located at 9150 Aviation Boulevard, Inglewood, CA 90301 and 5440 W. Century Boulevard, Los Angeles, CA 90045:

**Included:** Customer Care Representatives (otherwise known as Rental Agents), Express Agents, Instant Return Representatives and Lot Attendants.

**Excluded:** All other employees, including courtesy bus drivers, mechanics, vehicle service attendants, tire and lube workers, back office administrators/clerks, Exit Gate Agents/Security Representatives, Managers and guards and supervisors as defined in the Act, as may be amended.

**ARTICLE 2: UNION SECURITY**

Section 1. Each employee employed on or before the effective date of this Agreement and covered by the terms and conditions of this Agreement shall, as a condition of employment, either become a member of the Union, or pay or tender to the Union amounts which are the equivalent of periodic union dues.

Section 2: Employees employed or entering into the bargaining unit after the effective date of this Agreement, shall, on or before the thirtieth (30) day of their employment, and as a condition of such employment, either become a member of the Union or pay or tender to the Union amounts which are the equivalent of periodic union dues.

Section 3: The Employer agrees within seven (7) calendar days of the date of hiring to notify the Union of the name or names of all persons hired. It shall be the employee's responsibility to keep the Employer informed of his/her address or telephone number change on forms provided by the Employer.

**ARTICLE 3: DEDUCTION OF UNION DUES**

Section 1. The Employer agrees to make payroll deductions for Union dues or agency fees each payroll period, through payroll deductions from the employee's pay, upon receipt of a written authorization form signed by the employee and delivered by the Union to the Employer. The authorization shall continue in effect until canceled by written notice from either the Secretary- Treasurer of the Union or by the employee.

Section 2. The Employer agrees to promptly remit the amount so deducted to the designated representative of the Union on a monthly basis and to furnish the Union a list of employees for whom such deductions have been made and the amount of each deduction on or before the twentieth (20) of each month. The Employer shall bear the full cost of dues deductions as set forth in Section 1, except that the Union agrees to print the dues deduction authorization cards in a form approved by the Employer and the Union.

Section 3. The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the Employer with regard to the provisions of this Article.

Section 4. An employee's authorization shall be automatically suspended when an employee is: a) removed from the payroll of the Employer; b) transferred out of the bargaining unit; or c) on a leave of absence in excess of forty-two (42) calendar days or longer. The authorization shall be reinstated automatically when and if the employee returns to the bargaining unit.

#### **ARTICLE 4: JOB STEWARDS**

Section 1. The Employer recognizes the rights of the Union to designate job stewards. Job Stewards have no authority to initiate strike action or any other action interrupting the Employer's business in violation of this Agreement. The Employer recognizes this limitation upon the authority of Job Stewards. The Job Steward shall be an employee of the Employer. The Union Representative may serve as an alternate if the Job Steward is unavailable.

Section 2. At any investigatory interview between a representative of the Employer and an employee, wherein the information obtained may be used as the basis for disciplinary action against the interviewed employee, a Union representative may be present if the employee so requests. Employees declining a Union representative will be required to sign a waiver of union representation.

Section 3. Job Stewards shall conduct all duties within the scope of their responsibilities during regular work hours and such duties will not result in overtime hours worked.

#### **ARTICLE 5: 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. The failure of the Employer to exercise its rights under this Article in any respect shall not be taken as a waiver of its rights. The parties expressly agree that nothing contained in this Section may be used to modify or alter any express term or condition of this Agreement, or be construed to constitute a waiver by the Union of its rights. These rights include, but are not limited to, the right to:

- (a) Recruit, hire, promote, transfer, classify, reclassify, lay off, or recall employees;
- (b) Discipline, suspend without pay or terminate employees for just cause;
- (c) Determine the qualifications and evaluate the performance of employees;
- (d) Establish, modify, or change training standards or requirements;
- (e) Maintain order, discipline and efficiency, following notice to and discussion with the Union, establish, change, modify or amend employee quality and productivity 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 schedule of work, the work schedule of employees, the work shifts and assignments of employees, the number of personnel to be employed, the starting and ending times and overtime requirements, and the methods, processes, materials, operations and services to be employed or furnished;
- (h) Upon notification to the Union, discontinue or relocate services or operations in whole or in part, 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) Periodically make, enforce, modify and/or alter rules of conduct, safety and security rules, work rules, policies or regulations to be observed by employees;
- (j) 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 and the hours per day and per week employees work; However, nothing in this section restricts or supersedes specific provisions of this Agreement regarding shifts, overtime, and days of work;
- (k) Use and implement monitoring systems, as well as promulgate, modify, and amend or abolish rules and regulations regarding such systems and use any data from any monitoring system;
- (l) Where bona fide business conditions or circumstances demand, use supervisors, managers, or other non-bargaining sources to perform the work of bargaining unit personnel or to assist the bargaining unit personnel in the performance of their duties;
- (m) Operate and manage its affairs and facilities in an efficient and economical manner as it deems necessary.

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, arbitration settlement are maintained by and vested to the Employer.

Section 3. The Employer has the unilateral right to implement, eliminate, modify, alter or otherwise change the terms of and/or the existence of any productivity, quality, commission or other incentive plan that may or may not apply to this bargaining unit. In so doing, the Employer will provide notification to the Union, but such notification will not create a bargain obligation.

#### **ARTICLE 6: SENIORITY**

Section 1. All new employees shall be regarded as probationary for the first ninety (90) days of their employment starting with the employee's date of hire. Each such employee may be terminated with or without cause during his/her probationary period and his/her termination may only be pursued to Step 1 of the grievance procedure.

Section 2. Seniority shall be defined as the time period from the employee's last date of hire by the Employer and shall prevail in the layoff and recall of employees.

Section 3(a). When it becomes necessary to reduce the workforce covered by this Agreement the Employer will provide advance notice to the Union. In conducting the layoff, it shall be on the basis of the following factors, which shall be equal in weight: 1) attendance record; 2) disciplinary record; and, 3) seniority

Section 3(b). All employees are to be given five (5) working days written notice of impending lay-off or, in lieu of notice, in the Employer's discretion provide 5 paid days.

Section 3(c). Employees placed on the recall list shall remain on the list for six (6) months from the date of layoff.

Section (d). In the event of a recall, a laid off employee shall be given notice of recall by registered or certified mail to their last known address. The employee must respond to such notice within five (5) days after receipt thereof and report for work within fifteen (15) days after receipt of notice unless otherwise mutually agreed to. In the event employees fail to comply with the above, they shall lose all seniority rights under this Agreement.

Section 4. When increasing the size of the work force, the Employer shall recall employees in the inverse order in which they were laid off.

Section 5. Company seniority shall prevail for the selection of holidays worked, floating days, days off, vacations and choice of shifts.

Section 6. Controversies regarding seniority shall be settled by the Employer and the Union. Failing settlement by these parties, the matter shall be processed under the Grievance Procedure of this Agreement. Any protest to the seniority list must be made in writing within five (5) days from the date of posting of the seniority list. In the event no protest is made, the seniority list as posted shall be considered correct and final.

Section 7. An employee shall cease to have seniority rights if:

- a) The employee quits voluntarily;
- b) The employee is discharged for just cause;
- c) The employee is absent for three (3) consecutive working days without authorization and/or without notifying the Employer, unless excused at the Employer's discretion.
- d) The employee does not respond within five (5) working days after being recalled by the Employer by a letter sent by registered mail and return receipt requested addressed to the employee at the last address the employee has given the Employer;
- e) The employee exceeds a leave of absence without written approval of the Employer;
- f) The employee is laid off for a time period greater than six (6) months; and
- g) The employee accepts a position with any other Employer while on a leave of absence.

## **ARTICLE 7: WORKWEEK, SHIFTS AND OVERTIME**

Section 1. It is understood that because of the unusual nature of the Employer's business the operation shall be on a seven (7) day workweek basis. It is further understood that the Employer shall have the sole and exclusive right to establish various shifts whether it be day or night, Saturday or Sunday, at various times, in order to cover all phases of its business. The workweek for regular employees shall be Friday through Thursday. The lunch period shall not exceed a thirty (30) minute unpaid period. Employees shall also be entitled to two (2) fifteen (15) minute paid rest breaks.

Section 2. Overtime will be offered first in the work assignment requiring the overtime. If there is an insufficient number of volunteers, the Employer shall offer such overtime to rest of the bargaining unit. If there remains an insufficient number of volunteers, the Employer shall require mandatory overtime in reverse seniority order within the classification in which there is a need for overtime.

Section 3. Overtime shall be paid for on the basis of one and one-half times (1.5x) the employee's straight time hourly rate for all hours worked in excess of eight (8) hours in any one day or forty (40) hours in any one week. All overtime will be assigned by the Employer as equitable as possible.

Section 4. An employee who works in excess of two (2) hours overtime will be permitted a fifteen (15) minute paid break at the end of each two (2) hours of the overtime worked, except no break will be given at the end of the shift.

Section 5. The Employer has the sole and exclusive right to make shift changes. The Employer recognizes the hardship that shift changes may have on employees and will endeavor to minimize the number of shift changes it makes in a year. When the Employer makes a shift change, the Employer will provide affected employees with at least one week's notice before the change.

## **ARTICLE 8: SHIFT BIDDING**

Effective upon ratification all employees covered under this Agreement will be classified as a Customer Care Representative. The Employer will conduct shift bids by work assignment (i.e. counter, greeter, IRR, Blue Chip, etc.) as often as business demands require. All employees are required to be cross-trained in all functions covered under this Agreement.

Choice of shifts shall be based on a combination of factors, including job classification seniority. The Employer will conduct shift bidding based upon a combination of seniority (38%), customer satisfaction (32%), and revenue (30%). The Employer maintains the right to eliminate and/or modify the factors considered for shift bidding but in all cases job classification seniority shall have the greatest percentage individual weight among all factors. The Employer agrees to provide the Union with advance notice of any changes prior to communicating to employees. The top seven (7) most senior employees of the bargaining unit employees covered under this Agreement shall be eligible to bid into seven (7) secured shifts (such shifts as determined by management) based upon their Company seniority. Employees that forfeit their opportunity to bid on a secured shift shall open up an opportunity to the next most senior employee to bid on a secured shift. Once an employee forfeits their opportunity to bid on a secured shift they must wait until the next shift to bid back to a secured shift.

The Employer has the right to temporarily reassign employees from one work assignment to another (on the basis of reverse seniority) in order to cover for staffing shortages, business demands, and to provide superior customer service.

## ARTICLE 9: PART-TIME EMPLOYEES

Section 1. The Employer may employ persons in the classification covered by this Agreement on a part-time basis. Such employees will be covered by the terms of the Agreement with the following exceptions:

- (a) All part-time employees will be paid holiday pay only in an amount equal to the average hours they would have been scheduled to work in that workweek. If part-time employees work on the holiday, they will be paid one and one-half times (1.5X) their regular hourly rate of pay for the hours worked.

Those part-time employees receiving up to six (6) sick days as set forth elsewhere in the agreement will have each day consist of hours arrived at according to the following formula:

Scheduled workweek shall be divided by five (5) to arrive at hours constituting an average workday and floaters and sick days shall be paid according to the number of hours in each average day.

- (b) Part-time employees will be compensated for vacation in accordance with the Agreement except that vacation pay will be computed on their regular straight time hourly rate in the above manner using the thirteen (13) week scheduled average.
- (c) All earned and unused sick leave will be cashed out for each eligible part-time employee at the current daily rate by no later than second week of January.
- (d) A part-time employee need not be assigned five (5) consecutive work days, however, hours worked in excess of forty (40) in any one week will be paid at time and one-half (1.5X) the employee's regular straight time hourly rate of pay.

Section 2. Part-time employees will work regular scheduled short shifts. In addition, they may be used during peak periods or to cover for an emergency. Part-time employees by location will not be on call to deprive regular employees of overtime work except if all regular employees in the location reject overtime.

Section 3. Employees classified as part-time will still be considered part-time even though they are working a regular shift temporarily.

## ARTICLE 10: HOLIDAYS AND HOLIDAY PAY

Section 1. All employees who have completed their probationary period shall receive eight (8) hours of pay at the employee's basic rate of pay for the following irrespective of the day on which they fall in accordance with Section 4:

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

- a) Each employee shall provide the Employer with at least two (2) weeks' advance notice of the date he/she wishes to take as a floating holiday. The Employer shall give the employee at least one (1) week notice of the decision to approve or disapprove the employee's request. Such approval will not be unreasonably withheld.



- b) The Employer shall determine the total number of employees who may be off on any holiday or floating holiday. If two (2) or more employees request the same floating holiday, seniority shall prevail in determining who receives the floating holiday. Any unused floating holidays in the calendar year are forfeited and will not be paid out.
- c) A part time employee will be paid holiday pay only if she/he would have been scheduled to work on the holiday and only in an amount for the hours she/he would have been scheduled to work.

Employees hired January through June each year will be entitled to two (2) floating holidays that year. Those hired after June will not receive floating holidays until January 1.

Section 2. Any employee working on the above-mentioned holidays shall be paid for hours worked at time and one-half (1.5x) his/her regular rate of pay. Employees shall be given five (5) days' notice to work on a holiday except in case of unforeseen operational emergency.

Section 3. In the event a holiday falls during the employee's vacation, the employee shall receive an additional day off with pay.

Section 4. In order to be eligible for holiday pay an employee must work his/her the last scheduled work day immediately prior to a holiday and on the first scheduled work day immediately following the holiday and in addition, the paid holiday if scheduled to work on the holiday

Section 5. In the event the Employer decides to schedule a reduced number of employees on any shift on any of the above holidays, such will be selected from employees on the shift by seniority.

Section 6. Paid holidays do not constitute hours worked for overtime purposes.

#### **ARTICLE 11: SICK LEAVE**

Section 1. Bargaining unit employees are protected against loss of pay, in case of illness, up to an accumulated total of six (6) days per calendar year, computed on a basis of eight (8) hours pay per day at current hourly rate. This benefit is earned as follows:

- a) All Bargaining Unit employees will have six (6) paid sick time days available to them on the first working day in January.
- b) New bargaining unit employees, hired during the calendar year, will upon completion of their probationary period, receive immediate credit for sick time days for the balance of the calendar year on a pro rata basis.

Section 2. All earned and unused sick leave will be cashed out for each eligible employee at the current daily rate by no later than second week of January.

Section 3. Upon resignation, discharge or death, an employee or the employee's estate shall not collect cash payment for all unused sick leave.

Section 4. Employees covered by this Agreement are entitled to take unpaid, job protected, leave for specified family and medical reasons as outlined in the Family and Medical Leave Act (FMLA) and applicable State law. In using such leave, the employee is required to exhaust all forms of accrued sick leave, vacation, and floating holidays (in this order).

## ARTICLE 12: VACATIONS

Section 1. Employees who have completed their probationary period shall receive a pro-rata share of their vacation in their first year according to the following schedule:

Month of Hire	Vacation Days Earned
January 1 – March 31	3 days
April 1 – June 30	2 days
July 1 – September 30	1 day
October 1 – December 31	0 days

Section 2. Employees hired before the ratification of this Agreement shall earn paid vacation benefits based upon the following accrual schedule:

Completed Years of Service	Vacation Days Earned
Less than 1 year	10 days
1 to 4 years	15 days
5 to 9 years	18 days
10 to 14 years	21 days
15 to 19 years	23 days
20 to 24 years	25 days
25 to 29 years	27 days
30+ years	30 days

Section 3. Employees hired after the ratification of this Agreement shall earn paid vacation benefits based upon the following accrual schedule:

Completed Years of Service	Vacation Days Earned
1 to 4 years	10 days
5 to 9 years	15 days
10 to 19 years	20 days
20+ years	25 days

Section 4. Employees who become eligible for additional vacation as a result of a service anniversary in accordance with the above accrual schedule shall begin receiving vacation earnings credit at the increased rate on January 1 of the year in which the service anniversary occurs.

Section 5. Part-time employees who regularly work at least twenty (20) hours per week shall receive pro-rated vacation credit of that offered to full-time employees based upon their average weekly hours worked.

Section 6. Employees must take earned vacation in eight (8) hour increments.

Section 7. Upon termination of employment, be it voluntary or involuntary as a result of cause, employees shall be paid in a lump sum amount for all unused earned vacation calculated as of their last day of work.

Section 8. A maximum of fifty percent (50%) of an employee's vacation benefits of vacation may be carried over into the next benefit year. Any carryover days not used by the end of the year will be paid out to the employee.

#### **ARTICLE 13: LEAVE OF ABSENCE**

Upon an employee's request, the Company in its sole discretion may grant an employee one (1) unpaid leave of absences not to exceed forty-two (42) days per calendar year. Employees seeking a personal leave of absence must first exhaust all paid leave prior to using leave of absence days without pay. Such leave of absence when granted shall be reduced in writing, setting forth the amount of time granted, the date such leave is to begin and the date the employee is to return to work. Personal leaves shall not be granted for the purpose of allowing an employee to engage in gainful employment with another employer.

#### **ARTICLE 14: JURY DUTY**

Employees who are called for jury duty shall be paid the difference between any jury pay received and/or the amount of wages lost as a result of such service not to exceed thirty (30) calendar days per year. The employee shall return to work promptly after being released from such service. The employee shall, as promptly as possible, notify the Employer of receipt of a jury summons. The voucher for any pay received by employee because of jury duty must be presented to the Employer to compute the correct pay due the employee by reason of the jury duty. If selected for jury duty, the employee will be considered to be on a Monday through Friday day shift. The Employer reserves the sole and exclusive right to verify an employee's jury duty service with the court to which he/she is summoned.

#### **ARTICLE 15: BEREAVEMENT LEAVE**

Section 1. Upon completion of an employee's probationary period, the employee shall be paid for time lost at his/her current hourly rate of pay not to exceed three (3) days' pay in the event of death in his/her immediate family, provided that acceptable documentation is submitted upon the employee's return to work.

Section 2. "Immediate Family" shall be the employee's current spouse, domestic partner, child, child of a domestic partner; siblings, parents, current in-laws, including mother, father, brother and sister-in-law, stepfather, stepmother, stepbrother, stepsister, stepson, stepdaughter, grandparent, spouse's grandparent, grandchild, domestic partner's parents, domestic partner's siblings, or domestic partner's equivalent relative.

Section 3. If requested in advance, an employee may be given an additional two (2) days non-paid leave or supplement such with vacation or floating holidays.

#### **ARTICLE 16: HEALTH AND WELFARE**

Section 1. Employees covered by this Agreement will continue to be covered by the Hertz Custom Benefit Program. The terms and conditions of the Hertz Custom Benefit Program shall be changed from time to time and such changes 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.

Section 2. As participants in the Hertz Custom Benefit Plan, eligible employees and their qualified dependents may participate in the Employer's medical, dental, vision, short-term and long-term disability,

accident and sickness benefits, and life insurance plans. Participating employees will be governed by the same Plan requirements and costs for such coverages as non-union employees.

Section 3. In the event the Union presents a healthcare plan(s) with a more favorable premium share, the Employer agrees to meet and confer with the Union regarding such plan.

#### **ARTICLE 17: 401K PLAN**

Bargaining unit employees are eligible to participate in the Employer's 401k Plan on the same terms and conditions as non-union employees. The Employer's 401k Plan currently provides for Employer matching, for each pay period, of employee contributions (both before-tax and Roth after-tax contributions) dollar for dollar on the first 3% of the employee's eligible compensation that the employee contributed and .50 cents on the dollar for the next 2% of the employee's eligible compensation the employee contributed. The Employer maintains the unilateral right to modify, enhance, eliminate, and/or otherwise substitute its current plan at any time, so long as such changes also apply to non-union employees of the Employer.

#### **ARTICLE 18: GRIEVANCE AND ARBITRATION PROCEDURE**

Section 1. A grievance shall be defined as a dispute arising between the parties regarding the interpretation, application, or alleged breach of a provision of this agreement or the discipline of an employee. Any such discipline must meet prevailing "just cause" standards and is subject to the grievance procedure. Any grievance must be filed within ten (10) work days of the occurrence giving rise to the grievance, or knowledge of the occurrence, whichever is later. As used in this Article, the term "work days" or "days" shall consist of weekdays (Monday through Friday) excluding Federal Holidays where government offices are closed.

Section 2. The failure to follow the procedures and steps outlined or the failure to follow the time limits within which certain acts may be done shall be a 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 would not preclude the Union in escalating the grievance to the next step of the grievance procedure. Waivers of any such procedures or time limits must be by mutual agreement in writing and signed by authorized representatives of both parties.

Section 3. The following steps shall govern the grievance process:

- Step 1** Within ten (10) days after the occurrence giving rise to the grievance or knowledge of the occurrence, the Union shall present the grievance in writing to the Director. A Step 1 meeting shall be held within 10 days of notification to the Director. The Director, or his/her designee, shall give an answer to the Union within ten (10) work days of the Step 1 meeting date. 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) days after the answer in Step 1 is received, be presented at Step 2 in writing to the Employer's General Manager or his/her designee. A Step 2 grievance meeting shall occur within fifteen (15) days of notification to the General Manager, or his/her designee, or on a mutually agreeable date. A grievance presented at Step 2 shall be answered by the Employer in writing within ten (10) days after the grievance meeting.

**Step 3** (Dismissals Grievances Only) If the grievance is not settled in Step 2, the grievance may, within five (5) days after the answer at Step 2, be presented in writing to the Hub Vice President, or his/her designee. A Step 3 grievance meeting shall occur within fifteen (15) days of notification to the Hub Vice President or his/her designee, or on a mutually agreeable date. A grievance presented in Step 3 shall be answered by the Employer in writing within ten (10) days after the grievance meeting.

**Step 4** If a satisfactory settlement has not been reached in the Steps above, the Union may refer the matter to arbitration by filing a notice of arbitration with the Zone HR Business Partner within fourteen (14) calendar days after receipt of the Step 2 or Step 3 written notice.

Section 4. Arbitration - Upon receipt of the notice of arbitration, the parties shall attempt to agree upon an arbitrator. If the parties cannot agree upon an arbitrator, the party filing the notice of arbitration shall request from the Federal Mediation and Conciliation Service a list of seven (7) arbitrators. Each party, on a rotational basis, starting with a coin toss, shall strike one (1) name in order to reduce the list to one (1) person.

All arbitrations shall be conducted under the applicable rules of the Federal Mediation and Conciliation Service ("FMCS"). The fees and expenses of the FMCS and 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.

Section 5. 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.

#### **ARTICLE 19: NON-DISCRIMINATION**

Section 1. Neither the Company nor the Union, in carrying out their obligations under this Agreement shall discriminate in any manner whatsoever against any employee because of race, nationality, gender identity, sexual orientation, age, marital status, political status or religious affiliation or beliefs, disability or veteran status.

Section 2. The Company agrees to continue its present non-discriminatory policy offering equal opportunities for available jobs to qualified applicants without regard for their race, nationality, gender identity, sexual orientation, age, marital status, political status or religious affiliation or beliefs, disability or veteran status or membership in any labor or other lawful organization.

Section 3. All references in this Agreement to persons of one gender shall mean persons of either gender.

#### **ARTICLE 20: NO-STRIKE/NO-LOCKOUT**

Section 1. During the life of this Agreement, the Union and the employees covered by this Agreement will not directly or indirectly engage in any strike, sympathy strike, sit-down, sit-in, slowdown, cessation, refusal to cross a picket-line or stoppage or interruption of work, boycott, picketing or other interferences

with the operations of the Employer and the Union shall not directly or indirectly ratify, condone or lend support to any such conduct or action.

Section 2. The Employer agrees that it will not lock out employees during the term of this Agreement. Any action of the Employer in closing operations for any reason to protect the safety of persons or property, shall not be deemed a lockout.

#### **ARTICLE 21: SHUTDOWN OF OPERATIONS**

When the Employer temporarily suspends its operations, due to unforeseen circumstances, it shall not be liable for the payment of any wages for time lost to any employee who is notified not to report for work or who is sent home from work as a result of such shutdown. However, employees may opt to utilize any available paid time off. In the event that it is necessary under such circumstances for any employee or employees to remain at work, the Employer shall have the sole and exclusive right, based on skill and qualification, to determine which employee(s) must remain at work. When, in the judgment of the Employer, skill and qualification are equal, seniority shall govern.

#### **ARTICLE 22: UNIFORMS**

Section 1. The Employer shall provide, at its expense, sufficient uniforms for employees. Colors, styling, cloth, etc., to be selected by the Employer.

Section 2. All employees will be required to maintain all wash and wear uniforms and, at all times, comply with the Appearance Standard/Uniform Policy.

Section 3. The Employer shall provide rain gear for all employees required to work outside in inclement weather.

Section 4. Upon request of the employee, the Employer shall exchange and replace any uniform item it determines to be worn out. The determination of whether any uniform item is worn out is the sole and exclusive determination of the Employer, not subject to arbitration.

#### **ARTICLE 23: GENERAL PROVISIONS**

Section 1. If the Employer requires the employee to take a physical examination as part of a fitness for duty test, the Employer must bear the cost of said examination and must compensate the employee for work time lost. New applicants required to take physical examinations before being employed will not be compensated for time lost but full cost of physical examination must be borne by the Employer.

Section 2. Employees shall not be responsible for damaged, lost or stolen property except in a case of proven negligence or failure to follow the Employer's instruction, or employee's shortages.

Section 3. Upon prior approval of the Employer, accredited representatives of the Union whose names and positions with the Union have been previously forwarded to Employer, upon making their presence known to management, shall have access to predetermined areas of the Employer's premises to meet with bargaining unit members during the Employer's business hours. Meetings between employees and Union representatives shall in no way obstruct the normal flow of work.

**ARTICLE 24: MOONLIGHTING**

Section 1. No employee shall work for a competitor company or go into business for themselves while in the employ of the Employer where such business is in competition with the Employer or where such work impedes the efficiency of the individual involved or the efficiency of the operation of the Employer.

Section 2. Employees who desire to hold a second job shall first notify the Employer of his/her intent to do so.

**ARTICLE 25: WAGES**

The Company agrees to revise its salary construct so that all employees covered under this Agreement are classified and paid as Customer Care Representatives at the below rates:

- Salary Band A: Prior to 01/01/2000
- Salary Band B: 2000-2009
- Salary Band C: 2010-2015
- Salary Band D: 2016 – Ratification

Salary Band	9/01/17	7/01/18	7/01/19	7/01/20
Band A	\$15.25	\$16.00	\$16.75	\$18.00
Band B	\$14.50	\$15.50	\$16.25	\$17.50
Band C	\$13.75	\$15.00	\$16.00	\$17.00
Band D	\$13.50	\$14.75	\$15.75	\$16.50
Minimum Start	\$13.50	\$14.75	\$15.50	\$16.25

Employees will either receive the higher of an adjustment in pay to the minimums set forth above or the contractual hourly increases below on the dates specified, whichever is higher.

<u>9/01/17</u>	<u>07/01/18</u>	<u>07/01/19</u>	<u>07/01/20</u>
\$0.50/hour	\$0.40/hour	\$0.30/hour	\$0.30/hour

Employees regularly scheduled to work any shift that commences between 8:00pm and 11:59pm shall be paid a shift differential of fifty cents (\$0.50) per hour.

Employees selected by the Employer as a Lead shall be paid a premium of one dollar (\$1.00) per hour for all hours worked as a Lead.

**ARTICLE 26: DURATION, TERMINATION AND MODIFICATION OF AGREEMENT**

Section 1. This Agreement is effective upon ratification and shall continue in full force and effect without change through September 30, 2021. If either party desires to terminate or modify this Agreement it shall, sixty (60) days prior to September 30, 2021, give written notice to the other party of its desire.

Section 2. The parties agree that the terms and conditions set forth herein represent their full and complete understandings and contemplations whether or not specifically referred to during negotiations as to wages, hours, and working conditions and that neither party shall be legally obligated to negotiate further on any of the terms and conditions stated above or not set forth herein during the life of this Agreement, except those specifically provided for herein or hereafter mutually agreed to in writing and properly executed by the parties.

Section 3. 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.

Section 4. The waiver by either party of any provision or requirement of this Agreement shall not constitute a modification of this Agreement unless such provision or requirement is reduced to writing and signed by the parties to this Agreement.

Section 5. No addition to, alteration, modification, practice or waiver of any term, provision, covenant or condition or restriction in this Agreement shall be valid, binding or of any force or effect unless made in writing by and executed by the Employer and the Union.

Section 6. The parties hereto agreed that collective bargaining shall be carried on between authorized representative(s) of the Employer and the Union and that no agreement shall be effective and binding upon the Employer or the Union unless and until it is reduced to writing and signed by the authorized representative(s) of the Employer and the Union. Nothing in this Article or Agreement shall be construed in any manner as to invalidate any past practice or interpretation.

Section 7. During the term of this Agreement, in the event (a) any Article or Section of this Agreement is determined to be invalid by operation of law or by any tribunal of competent jurisdiction, or (b) the United States of the State of California enacts any law, statute, regulation or rule impacting on the terms of this Agreement relating to health benefits, wages, pensions or retirement benefits, the parties agree the following procedure shall govern:

The Party seeking negotiations as set forth above shall provide written notice to the other Party of the desire to commence negotiations. Within twenty-one (21) calendar days of the request to bargain, the Party receiving such notice shall agree to meet and bargain in good faith regarding the modifications or changes to the Agreement.

**IN WITNESS WHEREOF**, the parties have hereto caused their names to be subscribed by their duly authorized officers and representatives.

THE HERTZ CORPORATION

CWA, LOCAL NO. 9003

Callanella 9/5/18  
Dated

Wynter Hawk 9/4/18  
Dated