

BUDGET RENT A CAR SYSTEM, INC.  
(Rent A Car Division)

and

OFFICE & PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION, LOCAL NO. 32,  
AFL-CIO-CLC

Philadelphia, PA  
Service Agents, Rental Sales Associates,  
Fastbreak Representatives & Courtesy Bus Drivers  
11/1/19-10/31/24

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ARTICLE 1  
RECOGNITION

Section 1 - General

For the purpose of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment, subject to and in accordance with the provisions of the Labor Management Relations Act of 1947, the Employer recognizes OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 32, AFL CIO, CLC., as the exclusive representative of all employees (excluding employees in job classifications as excluded in Section 2 below) employed by Budget Rent a Car System, LLC at its car rental stations located within the City limits of Philadelphia, Pennsylvania, excluding truck rental and truck lease stations, but including newly acquired franchises or any newly opened Budget Rent A Car Systems, LLC car rental stations within the Philadelphia city limits.

Section 2 - Employee

It is mutually agreed that the term "employee" for the purpose of this Agreement shall include only Service Agents, Rental Sales Associates, Fastbreak Representatives and Courtesy Bus Drivers employed by Budget Rent A Car Systems, LLC, but excluding office employees, reservationists, shuttlers, administrative staff (e.g. trainers), maintenance employees, all truck rental/lease employees, all supervisory employees and all employees with authority to hire, promote, discharge, discipline or otherwise effect changes in the status of employees or effectively recommend such action, and all other employees.

Section 3 - Union Membership

It shall be a condition of employment that all employees of the Employer, covered by this Agreement, who are members of the Union in good standing and those who are not members on the date following the date of the signing of this Agreement, shall on the thirty-first (31<sup>st</sup>) day following the date of the signing of this Agreement, become and remain members in good standing in the Union.

It shall be a condition of employment that all employees covered by this Agreement and hired on or after the date of the signing of this Agreement shall on the thirty-first (31<sup>st</sup>) day following the beginning of such employment become and remain members in good standing of the Union.

For the purpose of this Agreement "in good standing" means employees who have paid their current month's dues

Section 4 - Check-Off

The Employer agrees that it will deduct all initiation fees and monthly membership dues from the wages of employees who have made application for membership dues from the Union who are covered by this Agreement, provided that the Employer receives from each employee, on whose account such deductions are made, an assignment authorizing the Employer to make such deductions, which authorization shall be irrevocable for the term of this Agreement or for one (1) year, whichever is less, and which shall be automatically renewable for a like period. The Employee shall promptly remit the sum of such deductions to the Secretary-Treasurer or other duly authorized representative of the Union.

## Section 5 - Exemption

Employees covered by this Agreement can be required to rent trucks and vans.

## ARTICLE 2 NON-DISCRIMINATION

### Section 1 - General

The Company and the Union will not interfere with, restrain or coerce the employees covered by this Agreement. The Company and the Union agree that there will be no discrimination against an employee because of age, race, sex, color, gender, national origin, union membership or union activity, disability, or veteran's status.

The Company will not discriminate in respect to hire, tenure of employment or any term or condition of employment against any employee covered by this Agreement because of membership in/or activity on behalf of the Union, nor will it discharge or attempt to discourage membership in the Union, or encourage or attempt to encourage membership in another union.

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

### Section 2 - ADA

The Company and Union recognize that Title I of the Americans with Disabilities Act ("ADA") becomes effective as to the Company on July 26, 1992. The parties further recognize that there is uncertainty with respect to how various provisions of the Act, including whether an individual is a "qualified individual with a disability", what constitutes a "reasonable accommodation and whether a requested accommodation poses an "undue hardship" are to be interpreted and applied under the ADA. The Company and Union agree to apply the provisions of this agreement in accordance with the requirements of the ADA and applicable regulations.

## ARTICLE 3 SENIORITY, TRANSFER, LAYOFF AND RECALL

### Section 1 - Probation

Employees shall be regarded as probationary employees until their names have been placed on the seniority list. There shall be no responsibility for the reemployment of probationary employees if they are laid off or discharged during this period. Probationary employees shall have no recourse to the Grievance Procedure contained in Article VII of this Agreement.

### Section 2 - "90 Days"

Employees may acquire seniority and be considered a regular seniority employee by working ninety (90) days. The employee's seniority will date back ninety (90) days from the date seniority is acquired. By mutual agreement, the probationary period may be extended in increments of thirty (30) days, not to exceed one hundred twenty (120) days.

### Section 3 - Lay-Off

In the event of a reduction in force, employees will be laid off or transferred on the basis of job classification seniority, and in increasing the working force, employees will be recalled to their original jobs in the reverse order in which they were either laid off or transferred.

#### Section 4 - Shift/Location Bids

Job classification seniority shall be observed under one seniority list for all locations covered under this agreement for purposes of shift/location bids.

A shift location bid shall be made at least twice a year, in May and November, during the first two weeks of these months.

Prior to a change of shift, it is agreed that the employer will give at least five (5) days' notice to the employees.

An employee who has successfully bid from one location to another shall be barred from bidding on a location in the following bid period. Such employee may bid on a shift, at his/her currently assigned location, during any bid period.

#### Section 5 - Promotions

In the advancement of employees to higher paid jobs when ability, merit and capacity are relatively equal, employees with the longest seniority will be given preference, provided the employee has ability to perform the work, as determined by Management at its exclusive discretion. Employees may apply for open positions after six (6) months of employment.

Employees promoted out of the bargaining unit may, within sixty (60) days, go back into the bargaining unit. Employees who return to the bargaining unit within sixty (60) days, however, lose their seniority as far as the current schedule is concerned. Such employees will retain their seniority for purposes of the next shift/location bid and for all other purposes.

#### Section 6 - Loss of Seniority

Seniority shall be broken for any one (1) of the following reasons:

- (a) If the employee quits;
- (b) If the employee is discharged;
- (c) If the employee is absent for two (2) consecutive days without properly notifying the department head, unless satisfactory reason is given;
- (d) If the employee fails to return to work within three (3) working days after being notified to report for work, and does not have a satisfactory reason;
- (e) If the employee is laid off for a continuous period equal to the seniority he had acquired at the time of such lay off, or eighteen (18) months, whichever is shorter.

#### Section 7 - Notice

In the case of a permanent shortage of work to be performed, where it becomes necessary to reduce payroll cost, it is agreed that the Employer will give the employees affected seven (7) days.

#### Section 8 - Address

To protect his seniority, it is the employee's responsibility to keep the Management informed of his proper home address. At the time of lay off, each employee will be given an opportunity to write his correct address over his signature on a Corporation form furnished for that purpose, of which he shall receive a copy.

## Section 9 - Unit Work

Non-bargaining unit employees or bargaining unit employees in other classifications may do bargaining unit work due to emergencies, peak periods, training, employee availability, to supplement the regular bargaining unit work force, or for other purposes at Management discretion. It is understood this section of and by itself will not be used as a subterfuge to remove bargaining unit employees.

## ARTICLE 4 LEAVES OF ABSENCE

### Section 1 - Personal

A leave of absence may be granted for personal reasons for a period not to exceed thirty (30) days upon application of the employee to and approval by the Employer. Such leaves of absence shall not be renewed and seniority will accumulate during the leave.

### Section 2 - Medical

In the event of either sickness, injury, or pregnancy, an employee with seniority status may be permitted a leave of absence, after medical evidence satisfactory to the Employer is presented, for a period not to exceed three (3) months. If the sickness, injury or pregnancy continues beyond three (3) months, such leave may be extended for an additional period up to three (3) months after medical evidence satisfactory to the Employer is presented (if a question of ability to return to work arises, the Company will pay for a physical examination). Seniority will accumulate during the leave. Upon return from leave of absence, the employee must work sixty (60) days before taking any accumulated vacation time.

### Section 3 - Probationary

Probationary employees without seniority shall not receive credit for time off sick for the ninety (90) days of employment required to acquire seniority, and in no case shall a probationary employee's name be placed on the seniority list while **away** from work on sick leave.

### Section 4 - Military Service

Any employee who enters into active service in the Armed Forces of the United States will be given a leave of absence for and will accumulate seniority during such period of service, and upon the termination of such service shall be offered re-employment in accordance with applicable veteran re-employment statutes.

ARTICLE 5  
JOB STEWARD CLAUSE

Section 1 - Authority

The Employer recognizes the right of the Union to designate job stewards and alternates.

The authority of job stewards and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- 1) The investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement;
- 2) The collection of dues when authorized by appropriate Local Union action;
- 3) 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 shall not interfere with Company operations.

Section 2 - Super-seniority

Stewards shall have super seniority for purposes of layoff and only layoffs, where allowed by law.

Section 3 - Number

There shall be one (1) Chief Steward, one (1) Rental Sales Associate Steward; one (1) Courtesy Bus Driver Steward and one (1) Service Agent Steward.

Section 4 - Non-Interference

It is agreed that the job steward, in carrying out his duties, shall not be permitted to interfere with the operations of the business.

Section 5 - Unprotected

In the event the job steward causes any work disruption or stoppage, including strike, stow-down, or any other concerted job activity, it will be considered cause for immediate discharge.

Section 6 - Leave for Conventions

The Company agrees to grant necessary time off, with pay, up to a maximum of two (2) days for the Shop Steward(s) designated by the Union to attend a labor convention and/or other official Union business. The Company shall be notified of such need a minimum of two (2) weeks in advance (excluding weekends and holidays).

ARTICLE 6  
DISCHARGE OR SUSPENSION

Section 1 - Just Cause

The Employer shall not discharge nor suspend any employee without just cause. In all cases involving the discharge or suspension of any employee, the Company must immediately notify the employee in writing of his discharge or suspension and reasons therefore. Such written notice shall also be given to the Shop Steward, and a copy mailed (or emailed) to the Local Union Office, within two (2) working days, (excluding weekends and holidays) from the time of the discharge or suspension.

Section 2 - Notice

In respect to discharge, the Employer must give adequate warning against such employee in writing with copies of the same to the Union and job steward. The warning notice and/or notices as herein provided shall not remain in effect for a period of more than one (1) year from the date of the occurrence from which the complaint and warning notice are based. No warning notices need be given in the case of violation of agreed work rules.

Section 3 - Appeal

A discharged or suspended employee must advise his Local Union in writing within two (2) working days (excluding weekends and holidays) after receiving notification of such action against him, of his desire to appeal the discharge or suspension. Notice of appeal for discharge or suspension must be made to the Employer in writing by the Union within five (5) days (excluding weekends and holidays) of the date of discharge or suspension.

Section 4- Procedural

If the Union or Employer are unable to agree as to the settlement of the case, it may be referred to Article 7, Step 3, Grievance Procedure within two (2) days (excluding weekends and holidays) after the above notice of appeal is given to the Employer.

Stewards and grieving employees shall be permitted to process grievances during working hours in accordance with Articles 6 and 7, without loss of regular time or pay, but shall not be permitted to leave assigned work and/or location without Employer's permission. Such time spent in processing grievances shall be considered working hours in computing daily and/or weekly pay, but shall not include overtime pay. Stewards shall be paid for time spent in contract negotiations during their regular working hours.

Notwithstanding anything in this section, shop stewards are not permitted to process grievances during working hours if doing so impedes the normal operation of the Employer's operation. In addition, if in the Employer's judgment, shop stewards spend an unreasonable amount of time processing grievances during working hours, the Employer may limit the amount of work time shop stewards may spend processing grievances.

## ARTICLE 7

### GRIEVANCE PROCEDURE AND ARBITRATION PROCEDURE

#### Section 1 - Grievance Procedure

For the purpose of this Agreement, the term "grievance" is defined as a dispute, complaint or claim arising between the Employer and the Union or any employees covered by this Agreement concerning the interpretation, application, claim of breach or violation of any specific provision of this Agreement.

Recognizing the value and importance of full discussion in clearing up misunderstanding and preserving harmonious relations, every reasonable effort shall be made by the parties involved to settle problems promptly without recourse to the written grievance procedure.

An unresolved grievance as defined in Section 1 above shall be settled in accordance with the following procedure:

- A) The Shop Steward, employee or both shall present the grievance in writing to an Authorized representative of the Company within (5) working days (excluding Saturdays, Sundays and Holidays) of its occurrence; and the Company, in turn, shall reply in writing within (5) working days (excluding Saturdays, Sundays and Holidays) of receipt thereof. If no satisfactory settlement is reached between them, then:
- B) The Shop Steward shall call in a Business Representative of the Union, who shall meet with the authorized representative of the Company and the Shop Steward within (5) working days (excluding Saturdays, Sundays and Holidays) following receipt of the Company's answer in Step A of the grievance procedure.
- C) In the event the grievance is not settled in a manner satisfactory to the grieving party (the Union or the Company) then the grieving party has the right and authority to submit such grievance to arbitration in the manner hereafter provided within (5) working days (excluding Saturdays, Sundays & Holidays) following completion of Step B of the grievance procedure.
- D) The authorized representatives of the Company are:
  1. The Manager of the Location or Department
  2. The General Manager
  3. The Human Resources Manager/Representative
- E) All grievances will be considered settled at any of the above steps unless appealed to the next step within the applicable number of working days. Failure of a party to process its side of the controversy within the working day time limitations shall be deemed a default on its part. However, time limits may be extended in any step of the grievance procedure by mutual consent.

## Section 2 - Arbitration Procedure

- A) In the event, however, such procedure does not result in a satisfactory settlement of the grievance procedure in question, then the aggrieved party shall issue written notice of their intent to arbitrate within (5) working days (excluding Saturdays, Sundays & Holidays) following completion of Step B of the grievance procedure, specifying the nature of the grievance and the violation of the Agreement to be submitted for arbitration.
- B) The dispute shall be submitted to an arbitrator who is mutually acceptable both to the Employer and the Union, or in the event that no mutually acceptable arbitrator is selected, then it shall be submitted to the Federal Mediation Agency for resolution.

The decision of the Arbitrator shall be final and binding and shall conclusively determine the subject of the arbitration for the duration of the Agreement and judgment thereon may be entered in any Court or Forum having jurisdiction. The Arbitrator's fees and expenses shall be borne equally by the Employer and the Union.

The Arbitrator shall not have the power to add or subtract from or modify any terms of this Agreement, or any Agreement supplemental hereto.

Both parties agree to accept the decision of the arbitrator as final and binding. If either party fails to comply with the award of the arbitrator or with the procedures of this Article, the other party has the right to take all legal and economic action to enforce compliance, provided that no appeals have been taken in a court of law.

## ARTICLE 8 WORKING HOURS

### Section 1 - General

It is understood that because of the unusual nature of the Employer's business, the operation shall be on a seven (7) day week basis. It is further understood that the Employer shall have the right to establish various shifts, whether it be daytime or night, or Sunday, in order to operate all phases of its business. As an option, the Company may employ a four (4) day, ten (10) hour shift schedule, such schedule shall be voluntary. Due to the unusual nature of the Employer's business, the Employer may reduce work shifts during its non-peak hours. If shifts need to be reduced, the Employer will do so by asking for volunteers, in seniority order. If there are not enough volunteers, shifts will be reduced, in reverse seniority order, on a rotating basis.

### Section 2 - Over 40 Hours

Time and one-half (1 1/2) shall be paid for all hours worked in excess of forty (40) hours of work in an employee's normal workweek.

### Section 3 - Lunch

The Union and the Company agree to an eight (8) hour day inclusive of one (1) twenty (20) minute paid lunch.

#### Section 4 - Switching

An employee may trade an individual shift, including days off, with another employee in his/her classification so long as (a) the request is submitted in a reasonable time prior to the trade; (b) the shifts fall within the same pay period; (c) the trade does not result in overtime; and (d) the employees receives manager approval. In the event an employee trades a shift and fails to report for that shift, the employee will not be allowed to trade shifts for a period of six (6) months from the date of absence.

#### Section 5 - Four Hour Minimum

If a member of the bargaining unit is called in on their day off, he/she shall receive a minimum of four (4) hours pay at the applicable rate.

#### Section 6 - Notice

Where necessary, the Company shall provide a minimum of two (2) hours advance notice when mandating employees, unless the need to mandate is not readily known prior to providing notification

### ARTICLE 9

#### HOLIDAYS

##### Section 1 - Days/Eligibility

Hereafter, hourly wage rated employees shall be paid for:

New Year's Day	Labor Day
MLK Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	6 Personal Days

Employees with seven (7) or more years of continuous service shall be eligible to receive one (1) additional personal day for a total of fourteen (14) paid holidays. The Company will pay each eligible employee eight (8) hours straight time pay for each of the following holiday provided the employee has seniority as of the date of the holiday.

##### Section 2 - Lay-Off/Sick Leave

Employees with the necessary seniority who have been laid off in a reduction of force, or who have gone on sick leave during the week in which the holiday falls, shall receive pay for such holiday.

##### Section 3 - Day-Off

When a holiday falls on an Employee's scheduled day off, eligible employees shall receive holiday pay provided they have worked the entire shift of the last preceding scheduled work day and the entire shift of the scheduled work day after such holiday (and the entire shift of the holiday, if scheduled). Employees not working their full shifts, as set forth above shall forfeit their holiday pay, except in extraordinary circumstances. An employee shall not forfeit their holiday pay if they do not work the necessary shifts at the Employer's request. Employees scheduled to work and not showing up shall forfeit their holiday pay, except in extraordinary circumstances.

##### Section 4-Vacation

When one of the above holidays falls within an eligible employee's approved vacation period, and he is absent from work during his regular scheduled workweek because of such vacation, he shall receive one (1) extra days' vacation with pay.

#### Section 5 - Pay

Employees eligible under this provision shall receive eight (8) hours' pay at their regular straight time hourly rate, exclusive of overtime premium for each such holiday.

#### Section 6 - Worked Holiday

Employees who may be requested to and do work on any of the above holidays, shall receive time and one-half (1 ½X) for the hours worked in addition to holiday pay.

#### Section 7 - Overtime

For the purpose of computing overtime hours in any regular forty (40) hour week in which one of the legal holidays listed above falls, such legal holiday shall count towards the regular forty (40) hour week.

#### Section 8 - Schedules

The Employer shall post holiday schedules at least seven (7) days in advance whenever possible. Holiday scheduling shall be based upon job classification seniority preference from the people scheduled to work on that day at the specific location where the holiday work is required.

#### Section 9 - Bid

Holiday schedule will be bid on the seniority of the representative whether that representative works AM or PM shift.

#### Section 10 - Personal Day Scheduling

Employees must request Personal Days, which can be any regularly scheduled day of work, at least fourteen (14) days in advance of the day, subject to management approval considering the needs of the operation. Shorter time periods will be considered in emergency situations.

ARTICLE 10

VACATION PAY ALLOWANCES

Section 1 - Eligibility After One (1) Year of Employment

An employee's eligibility date for vacation with pay shall be the anniversary of the employee's seniority date. Employees who have completed one year of service are eligible for vacation pay in the amount of one week (40 hours) to be taken prior to the employee's second anniversary date. To obtain a vacation after his first year of employment, the employee must work a minimum of 180 days in the year prior to his anniversary and have been employed for the entire year.

Upon an employee's second year anniversary, vacation eligibility and allowances will convert to a calendar year basis. Employees who have completed two full years of service are eligible for vacation pay according to the following chart:

Second Year Anniversary	Vacation Hours to Be Taken By:
Occurs in:	December 31 <sup>st</sup> of that year:
JANUARY	80 HOURS
FEBRUARY	73 HOURS
MARCH	67 HOURS
APRIL	60 HOURS
MAY	53 HOURS
JUNE	47 HOURS
JULY	40 HOURS
AUGUST	33 HOURS
SEPTEMBER	27 HOURS
OCTOBER	20 HOURS
NOVEMBER	13 HOURS
DECEMBER	7 HOURS

As of the following January (and every January thereafter, until five years of service), employees may accrue 2 weeks (10 days) paid vacation during the course of the year. These days are accrued on a monthly basis (see chart below) for each of the first 10 months in the year. However, to accommodate employees wishes to schedule their vacations early in the calendar year and/or take vacation periods of one to two weeks duration, employees may use all or part of their vacation at any time during the year in which it will accrue (even though it may not have accrued at that time) subject to their manager's approval. To obtain a vacation during the second and subsequent years, the employee must work a minimum of 180 days in each calendar year.

Section 2 - Subsequent Eligibility

- A) After 5 years of continuous employment employees may accrue 3 weeks (15 days) paid vacation per year.
- B) After 10 years of continuous employment employees may accrue 4 weeks (20 days) paid vacation per year.
- C) After 15 years of continuous employment employees may accrue 5 weeks (25 days) paid vacation per year.

Number of Vacation Days Accrued at End of Each Month Based on weeks of Vacation Eligibility

Month	2 Weeks	3 Weeks	4 Weeks	5 Weeks
JANUARY	1 Day	1.5 Days	2 Days	2.5 Days
FEBRUARY	1 Day	1.5 Days	2 Days	2.5 Days
MARCH	1 Day	1.5 Days	2 Days	2.5 Days
APRIL	1 Day	1.5 Days	2 Days	2.5 Days
MAY	1 Day	1.5 Days	2 Days	2.5 Days
JUNE	1 Day	1.5 Days	2 Days	2.5 Days
JULY	1 Day	1.5 Days	2 Days	2.5 Days
AUGUST	1 Day	1.5 Days	2 Days	2.5 Days
SEPTEMBER	1 Day	1.5 Days	2 Days	2.5 Days
OCTOBER	1 Day	1.5 Days	2 Days	2.5 Days
TOTAL	10 Days	15 Days	20 Days	25 Days

If your hire date was between January 1 and June 15, you will begin to accrue the extra days during the course of the calendar year of your 5<sup>th</sup>, 10<sup>th</sup>, or 15<sup>th</sup> anniversary. If your hire date was between June 16 and December 31, you will begin to accrue the extra days during the course of the calendar year following your 5<sup>th</sup>, 10<sup>th</sup> or 15<sup>th</sup> anniversary.

### Section 3 - Inactive/Non-Pay Status

If you are in an inactive, non-pay status (for *any* reason other than active military duty) for longer than 30 days, you will not accrue vacation time until you return to active status.

### Section 4 - Determination of Vacation Pay

Employees will be paid their base hourly rate times their regularly scheduled hours for vacation time taken.

### Section 5 - Unused, Accrued Vacation

Employees are expected to take their accrued vacation during the year in which it is accrued. Unused, accrued vacation time cannot be carried over from one year to the next.

### Section 6-Vacation Pay at Termination

Upon termination, you will be paid for any unused vacation which accrued in the year of your termination, in accordance with the chart detailed above for second and subsequent years.

An employee who quits without giving written notice of ten (10) working days, or an employee who is discharged for stealing, sabotage or damaging Company property through negligence shall forfeit his vacation pay.

### Section 7 - Changes

Once vacations have been approved they will only be changed on a voluntary basis except in cases of extreme emergencies. If they can prove by documentation that they will sustain a monetary loss, they will not be affected.

## ARTICLE 11

### WAGES & LEAD RATE

#### Section 1 - General

All wage rates are contained in APPENDIX A annexed hereto and made a part hereof.

#### Section 2 - Lead

The Company retains the right to promote or downgrade and assign Lead Agents at its discretion. Lead Agents will earn an additional one dollar and fifteen cents (\$1.15) per hour above their base hourly wage rate.

ARTICLE 12  
MANAGEMENT RIGHTS

Section 1 - General

The management of the Employer's operation and the direction of the working force • including but not limited to the right to plan, direct and control all duties and functions performed by members of the bargaining unit, schedule shifts, assign duties, the right to hire, discipline or discharge employees for cause; to transfer, promote or relieve employees from duty because of lack of work or other reasons; to subcontract; the right to establish, revise, and maintain and enforce reasonable work rules; to introduce improved work methods, to change or eliminate existing methods, is vested exclusively in Employer; provided that this Article will not be used for the purpose of discriminating against any employee on account of membership in the Union. It is understood that the rights of management are limited solely as expressly limited by the language of this Agreement.

Except as specifically abridged, delegated, granted or modified by this Agreement, all of the rights, powers, prerogatives, and authority the employer had prior to the execution of this Agreement are retained by Employer and remain exclusively within the rights of management.

The Employer reserves the unrestricted right to suspend or curtail the operation of the plant, and to discontinue departments in whole or in part whenever in its judgment, conditions warrant such suspension, curtailment or discontinuance.

Section 2 - Work Rules

Operational Bulletins issued from time to time shall be signed for by each employee affected by said operational changes and a copy of same shall be sent to the Union,

ARTICLE 13 BULLETIN  
BOARDS

Section 1 - General

The Company will provide for the Union suitable bulletin boards at the various locations for its convenience in the dissemination of information to its members. Material to be posted shall be signed by the President of the union or the designated Department Steward. Material to be posted shall be subject to approval by the Company. Such approval shall not be unreasonably withheld. Notices shall consist only of local Union business with the Company.

ARTICLE 14  
BEREAVEMENT LEAVE

Section - General

It is agreed and understood where there is a death in the immediate family, the employee will be granted a maximum of three (3) days' leave of absence with pay. Said leave of absence shall be completed within a seven (7) day period of the occurrence. Scheduled days off during this period will not be paid for. The Company shall provide up to two (2) additional unpaid days to attend services. The immediate family shall be limited to include spouse, children, father, mother, brother, sister, current father-in-law, current mother-in-law, current step-parents, current domestic partner and grandparents.

Section 2 - Vacation

Should death occur, as specified above in Section 1, during the employee's vacation, the time set forth in Section 1 above shall be added to the employee's vacation.

ARTICLE 15  
HEALTH AND WELFARE

Section 1 - General

The Company shall provide a co-insurance program for employees covered under this collective bargaining agreement, unless otherwise excluded under other provisions of the Agreement.

Section 2 - Medical

Eligible full-time employees and their qualified dependents may participate in the Company's Comprehensive Health, Dental, life Insurance and Short Term/Long Term Disability Plans. Employees will be governed by the rules and regulations of said Plans and will make the necessary contributions as established by the Company.

ARTICLE 16  
SUCCESSORS AND ASSIGNS

Section 1 - General

The terms and conditions of employment contained in this Agreement shall be binding upon the successors and assigns of the Employer and the provisions, terms and obligations herein contained shall not be affected or change in any respect by consolidations, merger, sale, transfer of assignment of the Employer or affected or change in any respect by any changes in the legal status, ownership or management of the employer.

ARTICLE 17  
STRIKES, STOPPAGES AND LOCKOUTS

Section 1 - General

It is the intent of the parties of the Agreement that the procedure herein shall serve as a peaceful means for the adjustment of all disputes that may arise between them.

Section 2 - Lockout

During the life of this Agreement, the Employer will not lock out any employee.

Section 3 - No Strike

It shall be the intention of the parties to settle all differences between the Employer and the Union through grievance machinery and arbitration with the provision of the Agreement. Therefore, the Employer agrees that he will not lock out his employees, and the Union agrees that it will not sanction a strike slowdown or work stoppage picketing or other concerted action by the employees covered by this Agreement, during the life of this Agreement.

ARTICLE 18  
UNIFORMS

Section 1 - General

The Employer shall supply all employees with uniforms. The Employer agrees to furnish employees with replacement uniform pieces, once the original pieces issued become worn beyond repair through daily use. New uniform pieces shall be issued when the Employee turns in the old uniform. If uniforms are not returned in good condition (other than normal wear and tear) the cost to replace the uniform shall be deducted from the Employee's final paycheck.

Section 2 - Requirements

The Company shall have the right to establish uniform requirements and a dress code.

Section 3 - Allowance

The Company will provide employees with a shoe and winter gloves allowance only for employee's working outdoors, up to \$70 per contract year, with receipts. Shoe purchase must be for outdoor, slip-resistant shoes. Employees must be employed for one (1) year before they will become eligible to receive any Allowance.

ARTICLE 19  
OVERTIME PROCEDURES

Section 1 - Recruited

It is understood that the requirement to work overtime is a condition of employment and employees who are assigned overtime will be obligated to work. Refusal to work assigned overtime or failure to report will be considered grounds for disciplinary action (up to and including discharge).

Section 2 - Requested

Overtime will be requested voluntarily and/or assigned involuntarily on the basis of job classification seniority within a location.

Section 3 - Junior Employee

When it becomes necessary to require overtime in any emergency situation, the least senior employee(s) on the preceding shift may be required to work.

Section 4 - Procedure

A. "Same Day" Overtime

For "same day" overtime (i.e. overtime that is not scheduled in advance), the Employer will assign overtime utilizing the following procedure:

1. Request volunteers, in seniority order, from among employees at work at the location;
2. If this results in an insufficient number of employees to cover the overtime, the Employer will assign overtime in reverse seniority order from among employees present at the location;
3. If additional employees are required to work, the Employer will call, in seniority order, employees not at work at the location.

B. Overtime Scheduled in Advance

1. When the Employer requires overtime which is scheduled in advance, the Employer shall post the overtime schedule and overtime shall be awarded to the most senior qualified Employee available to work.
2. If an insufficient number of employees volunteer, the Employer will assign overtime in reverse seniority order.
3. The Union steward may elect to maintain a log to monitor the distribution of overtime.

Section 5 - "16 Hours"

At such time as an employee has worked sixteen or more hours of overtime during the course of his regular workweek, he may, at his discretion, remove himself to the bottom of the mandatory overtime list, so that he would be the last employee required to work overtime should the need arise.

Section 6 - Pyramiding

There shall be no pyramiding of overtime pay.

Section 7 - Bus Drivers

For safety purposes and to limit company liability, bus drivers are not permitted to drive company vehicles for more than twelve (12) hours in a twenty-four (24) hour period. Accordingly, bus drivers' overtime may be limited in accordance with this provision.

ARTICLE 20  
PREMIUM PAY

Section 1 - General

A shift differential of seventy cents (\$0.70) per hour shall be paid for shift hours that start on or after 9:00 P.M. and before 5:00 A.M.

Present employees' shifts will not be changed in order to avoid payment of the shift differential.

Payment shall be according to when the shift starts.

ARTICLE 21  
POSTING AND BIDDING VACANCIES

Section 1 - Notice

The Employer agrees to post notices of any vacancies within the bargaining unit when such occur.

Section 2 - Bids

Employees who are covered by this Agreement only will have the opportunity to bid for vacancies for promotions within a three (3) day period.

Section 3 - Procedure

The Employer shall assign the most qualified employee as determined by the Employer. In the event merit, ability and qualification are equal, as determined by the Employer, seniority shall prevail.

## ARTICLE 22

### SICK DAYS AND JURY DUTY

#### Section 1 - Definition/Eligibility of Sick Days

All Employees employed by the Employer for more than one (1) year shall be entitled to six (6) paid sick days off effective January 1st per contract year as required. Employees employed less than one (1) year shall be entitled to sick days, after completion of the probationary period, on the basis of one-half (1/2) days for each continuous month of service. Employees shall be paid eight (8) hours pay at their straight time hourly rate, for each such sick day taken off.

Days used as sick days require no less than two (2) hour notification prior to the start of an employee's shift.

All provisions of this Section 1 apply only to regular, full-time employees.

#### Section 2 - Probationary Employees

Regular, full-time employees (employees working thirty (30) or more scheduled hours per week for a period of not less than the prior ninety (90) working days), shall, upon successful completion of the probationary period, immediately earn 4 hours per month for sick time to January 1st following one (1) year of employment. This sick time shall be calculated from the date the employee successfully completes the probationary period to the end of the calendar year, and shall be rounded to the nearest hour.

#### Section 3 - Payment for Days Not Taken

All unused sick days will be cashed out in December of each calendar year.

#### Section 4 - Medical Verification

The Employer may require written medical verification for an illness at its discretion.

#### Section 5-Sick Pay at Termination

If an employee is terminated after receiving personal/sick pay in excess of that earned on a pro-rata basis for actual time worked during the year, the Employer may deduct such unearned portion from any monies due to the employee.

#### Section 6 - Jury Duty Leave

After completion of the probationary period regular full-time employees will be paid by the Employer for the hours said employee would have normally worked on the day(s) of jury duty service. Such employee shall be paid the difference between the normal hourly rate and the daily jury duty fee paid by the courts. Pay for jury duty service shall not exceed ten (10) days in any one (1) year. In order to qualify for benefits under this Section, the Employee must present the jury duty summons to management within twenty-four (24) hours of receipt so that operating requirements may be adjusted to accommodate the absence. An Employee on jury duty must contact his/her manager each day he/she is not required to appear for jury duty and each day he/she is released early from jury duty to determine whether or not it is necessary to report for work that day.

ARTICLE 23  
FULL AGREEMENT CLAUSE

Section 1 - Full Agreement

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 herein or thereafter mutually agreed to in writing and properly executed by the parties.

Section 2 - No Conflicts

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 the Agreement.

Section 3 - Rules

Operations Bulletins issued from time to time shall be signed for by each employee affected by said operational changes and a copy of same shall be sent to the Union. The Employer is permitted to make and enforce any reasonable rules, which do not conflict with the provisions of this Agreement. All such rules shall be posted for a period of six (6) calendar days before becoming effective and the Union shall be furnished a copy of such rules.

Section 4 - No Waiver

The waiver by either party of any provision or requirement of this Agreement shall not be deemed a waiver of such provision or requirement for the future, or in the past, and shall not constitute a modification of this Agreement unless such provision or requirements reduced to writing and signed by the parties to this Agreement. An Arbitrator shall have no authority to determine or consider that this provision has been waived.

Section 5 - Legal

Should any provision or requirement of this Agreement be declared legally invalid by any tribunal of competent jurisdiction, such invalidation shall not invalidate any other provision or requirement of this Agreement.

Section 6 - Current

This Agreement cancels and supersedes any and all other Agreements verbal or written entered into heretofore.

ARTICLE 24  
UNASSIGNED

Section 1 - Casual

The Employer may use twenty (20%) percent of the total employees in a job classification as unassigned employees. Employees hired prior to October 8, 1986 will not be required to work unassigned shifts. Unassigned employees shall be covered under all conditions and guarantees of this Agreement except that their work week shall be any five (5) days during the payroll week. These employees may be worked on any day during the work week to make up their normal workweek. Unassigned employees shall be advised at the end of their work day when to next report for work, and reporting times shall be chosen in order of their seniority.

Section 2 -Temporary Vacancies

If a regular shift becomes vacant, it will be filled in accordance with the existing procedure for the filling of temporary vacancies. In no event will the Company be required to bid more than two (2) vacancies.

Section 3 - Unassigned Shifts

The Employer may designate twenty percent (20%) of the total workforce as "unassigned." If the Employer so chooses to utilize unassigned schedules, the most junior twenty (20%) percent (or less at the Employer's discretion) of employees hired after October 8, 1986 will be placed in the unassigned shifts.

ARTICLE 25  
PART TIME

Section 1 - General

The Employer, at its discretion, may employ persons in the classifications covered by this Agreement on a part-time basis. Such employee will be covered by the terms of the Agreement with the following exceptions:

- A. Part-time employees who are normally scheduled to work thirty (30) or more hours of work in a workweek are covered under all terms and conditions of this Agreement unless specifically amended by this Section (Part-time Employees) which shall take precedence over any other Article.

Part-time employees who are normally scheduled to work less than thirty (30) hours of work in a work week are covered under the following Articles only: Wages, Recognition, Check-Off, and Part-time Employees.

A part-time employee will be entitled to personal/sick days in accordance with this Agreement, except that such personal/sick days shall be prorated consistent with the part-time employee's regularly scheduled work shift.

- B. A part-time employee will be paid holiday pay only if he would have been scheduled to work on the holiday and only in an amount for the hours he would have been scheduled to work. If the part-time employee works on the holiday he will be paid his regular rate for the hours worked in addition to the above if applicable.

- C. A part-time employee will accumulate vacation in accordance with the Agreement except that his vacation pay will be computed based on his regular straight time hourly rate for the average hours worked per week during the preceding thirteen (13) weeks.
- D. The Employer, at its discretion, 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. A part-time employee need not be assigned five consecutive work days however, hours worked in excess of forty (40) in any one week will be paid at time and on-half (1-1/2) the employee's regular straight time hourly rate of pay.
- E. Part-time employees only who are normally scheduled to work thirty (30) or more hours of work in a work week will be entitled to one-half of the paid sick days of regular full time employees.
- F. Part-time employees in a classification will be laid off in order of seniority prior to regular full-time employees. Part-time employees will be recalled in order of seniority to work hours scheduled by the Employer. The Employer, at its discretion may employ regular full-time employees prior to recalling part-time employees.
- G. The Employer may use up to twenty-five percent (25%) percent of the total number of employees in the bargaining unit as part-time employees, as hereinabove provided.
- H. In the event an employee becomes full time, there will be a one (1) time adjustment based on the employees hours worked. Other benefits will also be prorated according to hours worked.

## ARTICLE 26

### SAFETY

#### Section 1 - General

A safe work environment is the responsibility of the Company and its employees. The Company will do everything within its control to assure a safe working environment. Employees shall obey safety rules, exercise caution in work procedures and immediately report any work-related accidents and/or unsafe conditions to their immediate supervisor.

#### Section 2 - Safety Committee

A joint committee comprised of designated management representatives and bargaining unit employees from the Airport will meet to cooperate in the continuing objective to eliminate accidents and health hazards in the work place.

ARTICLE 27  
CREDIT UNION

Section 1 - General

The Employer agrees to provide Credit Union check-off for employees covered by this Agreement. Amount to be deducted can be chosen or changed in the first two (2) weeks of August and February.

ARTICLE 28  
401(K) PLAN

On a voluntary basis, employees may participate in the Budget Voluntary Investment Savings Plan for Bargaining Unit Employees (401K) subject to the terms and conditions set by the Plan. Effective November 1, 2008, the Company will contribute forty cents (\$0.40) for every one dollar (\$1.00) contributed by the employee up to six percent (6%). Effective November 1, 2019, the Company will contribute fifty cents (\$0.50) for every one dollar (\$1.00) contributed by the employee up to six percent (6%). The Company may alter the plan in its discretion.

ARTICLE 29  
DRUGS AND ALCOHOL PROCEDURE

The Employer reserves the right to require applicants for employment to submit to drug and/or alcohol testing as a condition of employment.

The Employer also reserves the right to require employees to submit to drug and/or alcohol testing based upon the Company's determination that there is a reasonable cause to believe that an employee has used alcohol or illegal drugs in a manner that impacts the work place, job performance or public safety. Before the Employer requires that an employee submit to drug and/or alcohol testing, it will make a reasonable good faith attempt to have a Union representative present. In addition, if the shop steward is not on the premises at the time, a good faith attempt will be made to contact him/her at home to notify him/her of the matter. An employee's refusal to submit to testing shall result in the employee's discharge.

Reasonable cause means cause based on specific personal observations that the Employer representative can describe concerning appearance, behavior, speech, or breath odor of the employees. Cause is not reasonable and thus not a basis for testing if it is based solely on third party observations.

Should a question arise concerning whether the Employer has reasonable cause, it shall be subject to the grievance and arbitration procedure of this Agreement.

ARTICLE 30

DURATION, TERMINATION AND MODIFICATION

Section 1 -Term of Agreement

This Agreement shall remain in full force and effect for the period from November 1, 2019 until midnight October 31, 2024. If the parties desire to terminate this agreement they shall give sixty (60) days written notice of said intention to the other party prior to October 31, 2024. Failure to give said notice shall extend the agreement for an additional year.

BUDGET RENT A CAR SYSTEM, INC.  
(Rent A Car Division)

By: [Signature]  
Date: 12/15/19

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL  
UNION, LOCAL NO. 32, AFL-CIO-CLC

By: [Signature]  
Date: 12/9/2019

By: 12/19/19  
Date: Kathleen Smith

By: John Williams  
Date: 12-19-19

By: [Signature]  
Date: 12-19-19

By: Williams with  
Date: 12/19/19

By: \_\_\_\_\_  
Date: \_\_\_\_\_

APPENDIX A - WAGES

A. Employees hired before November 1, 2019:

11/1/19:	\$0.50	5/1/20:	\$0.20	(\$0.70)
11/1/20:	\$0.40	5/1/21:	\$0.20	(\$0.60)
11/1/21:	\$0.40	5/1/22:	\$0.20	(\$0.60)
11/1/22:	\$0.35	5/1/23:	\$0.20	(\$0.55)
11/1/23:	\$0.30	5/1/24:	\$0.20	(\$0.50)

B. Employees hired on or after November 1 2019 (with less than one (1) year of service as of November 1, 2019, and hired thereafter):

Bus Driver:	Start:	\$13.00
RSA:	Start:	\$11.50
Service Agent:	Start:	\$11.25
FBA	Start:	\$12.75

Thereafter, on the next effective contract anniversary date, employees will receive the following increase:

11/1/20:	\$0.40
11/1/21:	\$0.40
11/1/22:	\$0.40
11/1/23:	\$0.50

Employees currently below the start rate for the position shall be eligible for either the increase to the minimum or the CBA increase, whichever is greater, but not both.

C. RSA Work in Fastbreak: If a Rental Sales Associate temporarily works in Fast Break, then such RSA will be eligible for a premium of one dollar twenty-five cents (\$1.25) per hour for all hours worked in the booth.

**MEMORANDUM OF UNDERSTANDING  
FOUR/TEN SHIFTS**

Employees who work a four (4)/ten (10) hour shift schedule will be compensated for paid time off days as follows:

Fixed Holidays: (e.g., New Years' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day)

When the fixed holiday falls on the employee's regularly scheduled work day, the Company will pay the employee ten (10) hours holiday pay for the day, even if the employee bids not to work the day. If the employee bids or is scheduled to work the fixed holiday, the employee must work a ten (10) hour schedule that day. The manager will determine the start and end time of the ten (10) hour shift. When the fixed holiday falls on the employee's day off, the Company will pay the employee eight (8) hours holiday pay for the day.

Example 1: Employee works a 4/10 schedule of Monday, Tuesday, Wednesday and Thursday. Memorial Day falls on Monday. The Employee will receive ten (10) hours holiday pay for Memorial Day. If the Employee bids to take the day off, the Employee's paycheck will reflect forty (40) hours as follows:

Monday:	10 Hours Holiday Pay
Tuesday:	10 Hours Straight-Time Pay
Wednesday:	10 Hours Straight-Time Pay
Thursday:	10 Hours Straight-Time Pay
Total:	40 Hours

Example 2: Employee works a 4/10 schedule of Monday, Tuesday, Wednesday and Thursday. Christmas falls on a Saturday. The Employee's paycheck will reflect forty-eight (48) hours as follows:

Monday:	10 Hours Straight-Time Pay
Tuesday:	10 Hours Straight-Time Pay
Wednesday:	10 Hours Straight-Time Pay
Thursday:	10 Hours Straight-Time Pay
Saturday (Christmas):	8 Hours Holiday Pay
Total:	48 Hours

**Vacation Days**

One weeks' vacation for an employee who works a 4/10 schedule is 4 days paid at 10 hours per day. Employees who work a 4/10 schedule will take vacation days in weekly increments like all other employees. If the employee is eligible to take one weeks' vacation in single days, the employee will be eligible to use 4 single days paid out at 10 hours per day.

**Bereavement Leave**

Employees who work a 4/10 schedule will receive ten (10) hours pay for the use of bereavement day. It is agreed and understood where there is a death in the immediate family, the employee will be granted a maximum of three (3) days' leave of absence with pay. The Company shall provide up to two (2) additional unpaid days to attend services

Letter of Agreement

Ratification Bonus

The Company shall provide a one-time two hundred dollar (\$200.00) lump sum ratification bonus, less normal taxes and withholdings, to employees on the payroll on the date of ratification, contingent upon the new Collective Bargaining Agreement being ratified by the predetermined ratification date.

In addition, the Company shall provide the current employees hired prior to September 23, 2011 with an additional one-time five hundred fifty dollar (\$550.00) lump sum ratification bonus (combined total of \$750.00), less normal taxes and withholdings, on the date of ratification, contingent upon the new Collective Bargaining Agreement being ratified by the predetermined ratification date.