

AGREEMENT

BY AND BETWEEN

THE HERTZ CORPORATION

AND

**OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION NO. 32**

COURTESY BUS DRIVERS PHILADELPHIA, PA

APRIL 1, 2019 - MARCH 31, 2022

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Appendix A

LABOR AGREEMENT

By and between THE HERTZ CORPORATION, a Delaware Corporation, as specifically applying to its Stations located in Philadelphia, Pennsylvania, hereinafter referred to as the "Employer," and OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, AFL-CIO, LOCAL NO. 32, Wall, New Jersey, hereinafter referred to as the "Union."

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

ARTICLE 1: RECOGNITION

Section 1. 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 the Union as the exclusive representative of all Van and Courtesy Bus Drivers employed by THE HERTZ CORPORATION at its Philadelphia, Pennsylvania Stations, except those listed in Section 2 below.

Section 2. It is mutually agreed that the term "employee" for the purpose of this Agreement shall include all Courtesy Van and Bus Drivers but shall not include 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.

Section 3. The purpose of this Agreement is to provide orderly collective bargaining relations between the Employer and the Union, to secure prompt and equitable disposition of grievances and to establish fair wages, hours and working conditions for employees covered by this Agreement.

Section 4. (a) 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 of the signing of this Agreement, shall on the thirty-first (31st) 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 (31st) day following the beginning of such employment become and remain members in good standing of the Union.

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

Section 5. 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 into the Union and 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 Employer shall promptly remit the sum of such deductions to the Secretary- Treasurer or other duly authorized representative of the Union.

ARTICLE 2: NON-DISCRIMINATION, NON-HARASSMENT

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 or harassment against any employee because of age, race, color, creed, sex, sexual orientation, marital or veteran status, national origin, non- disqualifying physical or mental disability, or union membership or union activity.

The Company will not discriminate or harass 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 discourage or attempt to discourage membership in the Union or encourage or attempt to encourage membership in another Union.

Gender: where the masculine gender is used in this Agreement, it shall also indicate the feminine gender if applicable in the context of the sentence.

ARTICLE 3: MANAGEMENT RIGHTS

Section 1. It is recognized that the right to hire, transfer, promote, discharge or discipline employees for cause, to maintain discipline and efficiency of the employees is the sole responsibility of the Employer, except that the Union members shall not be discriminated against as such. In addition, the location of stations, the schedules, methods, processes and means of operations are solely and exclusively the responsibility of the Employer.

Section 2. Nothing contained in this Article should be construed to limit or change any rights guaranteed the employees under other Articles or Sections of this contract.

ARTICLE 4: EMERGENCIES

It is mutually agreed that any emergency such as an Act of God, railroad or airline strike, riot or civil disorder which causes the Employer to temporarily suspend its operations due to circumstances beyond the control of the Company or the employee will be handled as follows: The Employer 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. In the event that it is necessary under such circumstances for any employee or employees to remain at work, the principle of the most "senior qualified employee" shall govern.

ARTICLE 5: SENIORITY, TRANSFER, RECALL, LAYOFF

Section 1. 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 IX of this Agreement.

Section 2. Employees may acquire seniority and be considered a regular seniority employee by working ninety (90) days. The employees' seniority will date back to the original date of hire.

Section 3. In the event of a reduction in force, employees will be laid off based on seniority, in classification and in increasing the working force, employees with seniority will be recalled to the classification in the reverse order in which they were either laid off or transferred.

Section 4. Management will observe shift preference according to seniority and, so far as practicable, will observe seniority in the assignment of vacation periods and shift bids, provided the employee qualifies. Exercise of shift preference, and the assignment of vacation periods by seniority, shall not be permitted to interfere with the efficiency of operations. However, employees can be assigned various shifts during their first six (6) months of employment.

Section 5. 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 three (3) consecutive working days without properly notifying the department head, unless a satisfactory reason is given; (It is understood that employees must call in daily on short term illnesses, seven (7) work days or less, and at least once a week on long term illnesses, eight (8) work days or more, unless a doctor's note specifies a length of time beyond one work week).
- (d) If the employee fails to return to work within three (3) working days after being notified to report for work, and does not give 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 layoff; or twelve (12) months, whichever is less.
- (f) RETIREMENT AS FOLLOWS:
 - (1) An employee who retires, or who is automatically retired under the terms of the Pension Plan shall cease to be an employee and shall have his seniority cancelled.
 - (2) An employee who has been retired on a total and permanent disability pension and who thereby has broken his seniority in accordance with sub-section (1) above, but who recovers and is subsequently reemployed shall have his seniority reinstated as though he had been continued on a sick leave of absence during the period of his disability retirement.
 - (3) If an employee retired for reasons other than total and permanent disability, who has lost seniority, in accordance with sub-section (1) above, is rehired, such employee will have the status of a new employee and without seniority, and he shall not acquire or accumulate any seniority thereafter, except for the purposes of applying the provisions governing Holiday pay and Vacation pay.
- (g) Notwithstanding the above, any absence of twelve (12) continuous months.

Section 6. In case of shortage of work to be performed, where it become necessary to reduce payroll costs, it is agreed that the Employer will give the employees affected six (6) work days' notice or six (6) days' pay at the affected employees' straight-time base rate of pay before reduction is made except in case of an emergency beyond the control of the Employer such as an Act of God, riot or civil disorder, railroad or airline strike, or as may be otherwise required by law.

Section 7. Prior to a change of shift, it is agreed that the Employer will give at least three (3) work days' notice to the employee and where practical, the Employer will try to furnish such notice five (5) work days in advance. Shift changes will be made in accordance with seniority where employees are working the exact same shift schedule on a given day.

Section 8. To protect his seniority in the event of layoff, it is the employee's responsibility to keep the Management informed of his proper home address and telephone number. At the time of layoff, each employee will be given an opportunity to write his correct address over his signature on Corporation form furnished for that purpose, of which he shall receive a copy.

Section 9. Management will not decrease the working staff or employees covered by this Agreement by using supervisory employees; but in any case, no supervisory employee or non-unit personnel will be used by the Employer to perform work covered by this Agreement except in the case of an emergency, training, assisting probationary employees and peak periods.

Section 10. The Company, upon request, shall furnish a seniority list up to four (4) times during a contract year.

ARTICLE 6: LEAVES OF ABSENCE

Section 1. The Company may grant leaves of absence without pay to employees who request the same for personal reasons. Any employee desiring a leave of absence from his/her employment for illness off-the-job injury, pregnancy, child bonding, or for any personal reason not specifically stated, will be granted a leave of absence without pay for a fixed period not to exceed six (6) months. Personal leaves of absence shall be granted by written permission from both the Employer and the Union. Prior to commencing the leave of absence, the employee shall determine the period of leave by notifying the Employer in writing of his/her expected leave and return to work dates. Such notification must be provided to the Employer at least two (2) weeks in advance, except where otherwise impossible to do so. Any employee using a leave absence as a subterfuge shall forfeit his/her seniority rights and job. An employee shall not accept employment elsewhere when on leave of absence, unless mutually agreed upon between the Employer and the Union. The employee must return to work at the conclusion of the employee's approved leave of absence subject to the approval of the attending physician and/or the Employer's designated physician. Seniority shall accumulate during the leave. Employees are required to exhaust any paid time off benefits while on a leave of absence under this provision. Similarly, any leave taken under this provision shall run concurrent with any applicable FMLA, Short-term disability, Workers' Compensation leaves of absence. Under no circumstance, however, will the employer apply two forms of paid leave/benefits simultaneous (i.e. STD and vacation benefits will not run concurrently) with a leave of absence.

Any leave or portion thereof qualifying under the Family and Medical Leave Act of 1993, as amended, (FMLA) and/or Americans with Disabilities Act of 1990, as amended, shall be governed by the provisions of the respective acts.

Section 2. Employees who take a leave of absence for the purpose of accepting employment with the Union, working within another bargaining unit while on layoff (until recall), or employment in a supervisory capacity with the Employer shall accumulate no further seniority beyond the date of taking the leave. If such employees do not return to the job classification covered under this Agreement at the expiration of the leave of absence, they shall forfeit all seniority. If they return to their job classification before expiration of the leave of absence, their seniority shall resume from the time at which it stopped, eliminating the time they worked outside their classification. Such leaves, if granted, shall not exceed six (6) months.

The Employer shall be under no obligation to an employee on leave of absence under this Section, except to return him to work in accordance with his agreed seniority.

Section 3. LEAVE OF ABSENCE FOR MILITARY SERVICE

Any employee who enters into active service in the Armed Forces of the United States will be given a Leave of Absence for and will accumulate seniority during such period of service, and upon the termination of such service shall be offered re-employment in his previous position or position of like seniority, status, and pay, unless the circumstances have so changed as to make it impossible or unreasonable to do so, in which event he will be offered such employment as may be available which he is capable of doing at the current rate of such work; provided he has not been dishonorably discharged, is physically and mentally able to do the work and reports for work within ninety (90) days of the date of such discharge.

Section 4. Leaves of Absence granted because of workers' compensation shall not exceed one (1) year unless it is mutually agreed to exceed such limit.

ARTICLE 7: JOB STEWARD

The Employer recognizes the right of the Union to designate a job steward. There shall be a maximum of three (3) Stewards with a minimum of one on days and one on nights.

The authority of the job steward 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:
 - (a) have been reduced to writing, or
 - (b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Employer's business.
 - (c) The employer recognizes the valuable contribution of trained Union Stewards and agrees to allow the Stewards one (1) day off with pay per contract year to attend Steward's training when notified by the Union Business Manager or his representative.
 - (d) Only officially designated Union Stewards are authorized by the Union to act on behalf of the Union.

The Employer recognizes these limitations upon the authority of job stewards and their alternates and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the shop steward has taken unauthorized strike action, slow down or work stoppage in violation of this Agreement.

Stewards and grieving employees shall be permitted to process grievances during working hours in accordance with Article VII without loss of regular time or pay but shall not be permitted to leave assigned work and/or location without the 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 me pay.

ARTICLE 8: DISCHARGE OR SUSPENSION

Section 1. 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 the reason therefore. Such written notice shall also be given to the Shop Steward, and notice sent to the Local Union office, within three (3) working days from the time of the discharge or suspension.

Section 2. 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 (unless such warning(s) is part of a similar progressive discipline). No warning notice need be given in the case of dishonesty, theft, sexual harassment, and violation of reasonable Company rules, which have been received by the Union and published.

Section 3. Notice of Appeal for discharge or suspension must be received by the General Manager and his/her designee in writing by the Union within ten (10) work days of the date of discharge or suspension. Failure to adhere to the time limit will bar the Union from processing this grievance to arbitration.

Section 4. The Union and Company have ten (10) work days from the Company's receipt of the appeal to resolve this matter or proceed to arbitration. The appeal to arbitration must be made in writing and must be made within the lime period above or the Union will be barred from processing this grievance to arbitration.

ARTICLE 9: GRIEVANCE PROCEDURE

Section 1. Should any grievance arise with respect to the interpretation of this Contract only, excluding general wage rates, every effort shall be made to settle the grievance in the following order of steps:

- STEP 1. Between the employee affected and a representative of the Employer.
- STEP 2. Between the Job Steward and the representative of the Employer (Job Steward may, if the affected employee prefers, handle the grievance in the first instance).
- STEP 3. Between the Business Representative of the Union or his designee and the Employer's representative or his designee in charge locally.
- STEP 4. A grievance, excluding general wage rates not settled during the foregoing steps 1 through 3, shall be referred to arbitration within ten (10) working days by notifying the other party in writing. If the parties cannot agree on an arbitrator, they shall ask for an arbitrator from the Federal Mediation and Conciliation Service.
 - (a) The arbitrator shall not have the power to add to, to ignore, or to modify any of the terms and conditions of this Agreement.

Section 2. All grievances shall be presented in writing within five (5) working days of their occurrence and must be answered in writing by the General Manager and his/her designee. Any grievance not filed

within the aforementioned time limit or processed at any step within five (5) working days shall be deemed waived and settled.

Section 3. Both parties agree to accept the decision of the arbitrator as final and binding. If either party fails to agree on an arbitrator or fails to comply with the award of the arbitrator or with the procedures of this Article, the other party has a right to take all legal and economic action to enforce compliance.

Section 4. The expenses of the arbitrator including his fee, if any, shall be shared equally by the parties. Each party shall pay its own costs of preparation and presentation.

ARTICLE 10: WORKING HOURS

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 week basis. It is further understood that the Employer shall have the right to establish various shifts, whether it be day, night or Sunday, in order to cover all phases of its business, as long as the working schedule or shifts are five (5) consecutive days of eight (8) hours each day, excluding lunch, except part-time employees. For employees hired on or after April 1, 2009, the five (5) consecutive days, (8) hours a day provisions shall not apply.

Notwithstanding the other provisions of this section, part-time employees may be scheduled to work up to thirty (30) hours per week. If a part-time employee is regularly scheduled to work more than thirty (30) hours per week, his/her status will become full-time.

Section 2. Time and one-half (1.5 x) shall be paid for all hours worked in excess of eight (8) hours in any one day, and/or forty (40) hours in one (1) week. No overtime will be paid for unless authorized and approved by the Manager, Assistant Manager or someone acting in a managerial capacity.

Section 3. Meal breaks will be taken between the 4th and 6th hour of an employee's shift.

ARTICLE 11: HOLIDAYS

Section 1. Employees shall receive holidays as follows:

During the first year of employment, employees are eligible for the following holidays:

New Year's Day	Labor Day	Anniversary Date of Employment
Memorial Day	Thanksgiving Day	
Good Friday	Christmas Day	
Independence Day	Martin Luther King Day	

During the second year of employment, employees will be paid for Columbus Day and two (2) floating holidays.

Employees with twenty-four (24) months or more of service will receive a third floating holiday.

Floating holidays will be given provided the employee requests such time a minimum of ten (10) work days in advance and the Company grants permission. Permission will not be unreasonably withheld. Employees must meet all the following rules of eligibility to qualify for holidays, unless otherwise provided herein:

- (1) the employee has seniority as of the date of the holiday, and
- (2) the employee must have worked his/her last scheduled work day prior to and his/her next scheduled work day after such holiday within the employee's schedule.

Section 2. 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. When one of the above holidays falls within an eligible employee's approved vacation period, and he is absent from work during his regularly scheduled work week because of such vacation, he shall receive one (1) extra days' vacation with pay, or a day's pay at the discretion of the Company. The Company will notify the employees at least one (1) week prior to the employees' vacation as to their desire.

Section 4. When an eligible employee is on an approved leave of absence and returns to work following the holiday but during the week in which the holiday fell, he shall be eligible for pay for that holiday.

Section 5. Employees eligible under these provisions shall receive one work day's pay not to exceed eight (8) hours' pay at their regular straight time hourly rate, exclusive of overtime premium for each such holiday.

Section 6. Employees who may be requested to and do work on any of the above holidays, shall receive time and one-half (1.5x) for the hours worked in addition to holiday pay as herein provided.

Section 7. Employees who have accepted such holiday work assignment and then fail to report for and perform such work, without reasonable cause, shall not receive pay for that holiday.

Section 8. In applying this procedure, when any of the above enumerated holidays fall on Sunday, and the day following is observed as the holiday by the State or Federal Government, it shall be paid as such holiday. However, should different days be selected by the two governments, the Company shall select one of the days.

Section 9. For the purposes of computing overtime hours in any regular forty (40) hour week in which one of the legal holidays listed above falls, such legal holidays shall count towards the regular forty (40) hour week.

Section 10. The Employer shall post all holidays, except personal holiday schedules, at least seven (7) days in advance, whenever possible.

Section 11. When bidding on the holiday shift, the employee scheduled to work the midnight shift shall have first bid on that shift.

Section 12. Part-time employees working on a holiday shall receive time and one half (1.5x) for the hours worked.

ARTICLE 12: VACATION PAY

Section 1. The following provisions shall apply for vacation with pay for the life of this Agreement:

- (a) Eligibility date for vacation with pay will be the anniversary of the employee's seniority date.
- (b) Vacation period will be from January 1 to December 31 and all vacations must be taken prior to the termination date of the vacation period, except for those employees whose eligibility dates do not occur sufficiently in advance of December 31 to permit the vacation to be completed during the vacation period. Such employees will be scheduled to take their vacation prior to their next eligibility dates. Vacation schedule shall be determined by the Employer in accordance with seniority.
- (c)
 1. One (1) work week vacation with pay at each employee's rate of pay on his eligibility date, not including overtime premium, will be granted each employee covered by this Agreement, who had one (1) year's seniority as of his eligibility date and who worked during the pay period in which his eligibility date occurs, or who has been laid off or who went on sick leave subsequent to sixty (60) calendar days in advance of his eligibility date.
 2. Each employee having one (1) or more year's seniority as of his eligibility date, who is ineligible for vacation with pay under the above paragraph, shall be entitled to full vacation with pay based upon his seniority, provided he had worked during seventy-five (75%) percent of the fifty-two (52) pay periods ending with the last complete pay period in which his eligibility date occurs.
 3. Employees having two (2) years' seniority as of their eligibility dates shall receive two (2) work weeks' vacation with pay in accordance with the above provision.
 4. Employees having five (5) years' or more seniority as of their eligibility dates shall receive three (3) work weeks vacation with pay in accordance with the herein prescribed provisions.
 5. Employees having twelve (12) years' or more seniority as of their eligibility dates shall receive four (4) work weeks' vacation with pay in accordance with the herein prescribed provisions.
 6. Employees having twenty (20) years' or more seniority as of their eligibility dates shall receive five (5) work weeks' vacation with pay in accordance with the herein prescribed provisions.
 7. Vacation pay shall be computed by multiplying the employee's classification wage rate, as specified in Appendix "A", by the number of hours normally scheduled in his work week.

Section 2. The employer shall have the right to hire two (2) employees between May 15 and September 15 of each year, for the purpose of utilizing such employees for vacation relief. Such employees will be paid the starting wage rate for their classification but will not receive Health and Welfare benefits. Any such employee who is employed beyond September 15 will be reclassified as a full-time regular employee. If a temporary employee becomes a full-time regular employee, their seniority date shall be the date the employee became full-time regular.

Section 3. Current part-time employees will be offered full-time temporary seasonal positions and will retain their current rate of pay and seniority date. Any Part-time employee flexing up hours during this period shall not count against the number of employees noted in Section 2.

Section 4. Employees with eligibility for four (4) or five (5) weeks' vacation eligibility shall be permitted to take one (1) week of vacation in single day increments providing that such days are scheduled and approved no less than thirty (30) calendar days in advance. No more than one (1) employee per shift shall be granted vacation approval under this provision unless, in the judgment of the Employer, business conditions allow for more.

ARTICLE 13: WAGES

The wage rates which have been established for all job classifications by negotiations and agreement between the representatives of the Employer and of the Union, as enumerated in Appendix "A", attached hereto, and forming a part of this Agreement, shall remain in full force and effect for a period of four (4) years, from April 1, 2019 to and including March 31, 2022.

ARTICLE 14: BULLETIN BOARDS

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 15: BEREAVEMENT LEAVE

Section 1. It is agreed and understood where there is a death in the immediate family, the employee will be granted a maximum of four (4) days' leave of absence with pay, which shall be from the day of death through the day after the funeral. Scheduled days off during this period will not be paid for. The immediate family shall be limited to include spouse, qualifying domestic partner, children, stepchildren, father, mother, stepfather, stepmother, brother, sister, grandparents, current father-in-law, and current mother-in-law.

Section 2. 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 16: SUCCESSORS AND ASSIGNS

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 changed in any respect by the consolidations, merger, sale, transfer or assignment of the Employer or affected or changed in any respect by any changes in the legal status, ownership, or management of the Employer, provided it is deemed legal by a court of competent jurisdiction.

ARTICLE 17: STRIKES, STOPPAGES AND LOCKOUTS

Section 1. It is the intent of the parties to this Agreement that the procedure herein shall serve as a peaceful means for the adjustment of all disputes that may arise between them.

Section 2. It shall be the intention of the parties to settle all differences between the Employer and the Union through grievance machinery and arbitration in accordance with the provision of this Agreement. Therefore, the Employer agrees that he will not lock out his employees, and the Union agrees that it will not sanction a strike, sympathy strike, slowdown or work stoppage by the employee or employees covered by this Agreement, during the life of this Agreement, provided that in the event any other employees of the Employer engage in or refuse to work, place or maintain pickets at or on the Employer's premises during the course of an authorized strike and there is a member of the employer bargaining unit that is involved in the labor dispute present at all times on the picket line and the Union notifies the company in writing at least eight (8) hours prior to the commencement of such strike or such work stoppage, then any refusal to work or failure to cross such picket line by members of the Union (Office and Professional Employees International Union, Local No. 32, AFL-CIO) shall not be considered a violation of this Agreement, any other language to the contrary notwithstanding.

ARTICLE 18: UNIFORMS

In the event the Employer requires employees to wear a special uniform, it is agreed that these shall be supplied free of charge. All other items not bought by the Company shall meet the Company standards.

ARTICLE 19: OVERTIME

Section 1. In the event overtime, including call-in overtime, becomes necessary, overtime will be awarded by seniority, in accordance with Department of Transportation driving hour guidelines. If no full-time employee accepts and/or is eligible for the overtime, offers will be made to part-time drivers, upon completion of the full-time cycle.

Section 2. Posted overtime will be assigned 2 business days prior to the start of the shift, wherever practical. Posted overtime will be assigned to the person who signs for the entire shift. If no one signs for the entire shift, a decision will be made by the manager, based on business needs, as to who is assigned the overtime. If two (2) or more employees sign for identical hours, the overtime will be awarded to the employee with the most seniority.

Section 3. When it becomes necessary to require overtime in an emergency situation, the Company will give at least two (2) hours' notice, whenever possible. Mandatory overtime will be called in reverse seniority order of the employees working the preceding shift, provided such does not work an undue hardship on the employees affected.

ARTICLE 20: INSURANCE

Whereas, the Employer and the Union have engaged in collective bargaining negotiations concerning The Hertz Custom Benefit Program for employees represented by the Union and have reached agreement upon such a Plan.

Therefore, it is agreed that said Hertz Custom Benefit Program as modified on March 1, 1973, a copy of which is hereto annexed, shall be in effect. Any and all other Hospital-Surgical, Life and/or A&S Plans are hereby cancelled in their entirety.

The terms and conditions of The Hertz Custom Benefit Program as modified March 1, 1973 shall be revised from time to time and such revisions 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.

ARTICLE 21: SHIFT PREMIUM PAY

Employees who work on a shift which is scheduled to start before 7:00 A.M., or after 2:30 P.M., shall be paid a rate of thirty-five cents (\$0.35) per hour above their hourly rate of pay.

ARTICLE 22: POSTING AND BIDDING

Section 1. The Employer agrees to post notices of any job vacancies when such occur.

Section 2. Employees who have six (6) months' seniority prior to their bidding and who are covered by this Agreement only will have the opportunity to bid for vacancies within a three (3) day period.

Section 3. There shall be a minimum of two (2) shift bids each contract year, at least four (4) months apart unless urgent business circumstances require more. In such event, the Company will notify the Union. The company will allow a steward to be present at the time of bid.

Section 4. The Employer, from the bids received, will assign the most senior qualified employee to a vacancy for which the employee bids.

Section 5. FLEX SHIFT - The Employer may staff unassigned employees consisting of those employees who select the shifts marked unassigned. Unassigned employees shall be covered under all conditions and guarantees of this Agreement except that their workweek shall be any five (5) days from Friday through Thursday. These employees may be worked on any day during the workweek to make up their workweek schedule. Unassigned shifts will be limited to 25% of the workforce.

Unassigned employees may be advised at the end of their workday when to next report for work and reporting times shall be given a minimum of twelve (12) hours between their workdays.

ARTICLE 23: PENSION AND 401K PLANS

Eligible employees will be covered by the Hertz Retirement Plan under the terms and conditions set forth in the Plan and all amendments thereto until the first day of the month following sixty calendar (60) days of the ratification of the successor to parties 2012-2016 Agreement.

Effective the first day of the month following sixty (60) calendar days of ratification (the "effective date"), eligible employees will be able to participate in the Hertz Corporation Income Savings Plan ("401(k) Plan") under the terms and conditions set forth in the Plan and all amendments thereto, and participants in the Hertz Retirement Plan will no longer receive compensation credits (a percentage of pay) to their pension account. Accrued pension benefits will, however, be unaffected and interest credits will continue to be applied until distribution of the pension account.

For the first five (5) years following the implementation of the 401(k) Plan, the Company will make additional "transition contributions" to the 401(k) Plan account for active participants in the Hertz Retirement Plan who remain employed with Hertz and whose compensation credits were at the five percent (5%) or six and one-half percent (6.5%) level on the effective date of the 401(k) Plan.

The amount of the transition contributions will range from one percent (1%) to three percent (3%) of annual eligible pay depending on compensation crediting rate and age on the effective date of the 401(k) Plan. These contributions will be one-hundred percent (100%) vested when made and eligible employees do not have to contribute to the 401(k) Plan to receive the transition contributions.

The terms and conditions of the plans are subject to revision from time to time and any such revisions will be automatically extended to employees covered by this Agreement at the earliest feasible date but no later than six (6) months from the date of such revisions. No matter relating to the terms and conditions of such plans is subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 24: SICK LEAVE

Section 1. Regular seniority employees with one or more years of seniority annually as of the first day of each year on annual basis will be eligible for six (6) days paid sick leave annually in the subsequent year.

Section 2. Regular employees shall receive sick leave according to the following schedule.

During the first six (6) months, zero (0) days. For the remainder of the first year, employees will earn one (1) day for every two (2) months of service to a maximum of three (3) days. During the second and subsequent years, employees shall be entitled to six (6) days.

Section 3. Unused sick leave shall not accumulate from year to year but shall be paid within thirty (30) days of end of the calendar year. Such pay shall be at the employee's regular straight time hourly rate.

Section 4. If an employee takes no sick days in a calendar year (January 1 - December 31), then the unused sick leave shall be compensated at one and one-half times (1½x) the employee's normal hourly wage. Payment for unused sick leave shall be limited to employees on the payroll at the time payments are made. For these purposes, "conversion" sick days will not be counted as absences.

Section 5. To receive paid sick leave an employee must call the designated company representative two (2) hour before the start of the shift.

Section 6. Sick leave of less than one (1) day shall not be paid.

Section 7. For Sick leave of three (3) or more consecutive days the Employer may demand and receive from the employee involved a statement from a doctor certifying medical disability.

Section 8. At the option of the Employee, sick leave days may be used as utility days, provided said utility days are requested and approved as follows: the Employee must request permission to use a sick day as a utility day seven (7) calendar days in advance, and the Company will respond within seventy-two (72) hours of the request. The use of utility days as described herein shall not count as point occurrences as defined in the attendance policy.

ARTICLE 25: PART TIME EMPLOYEES

Section 1. Notwithstanding the other provisions of this agreement, the Employer shall be permitted to employ part-time employees. Part-time employees shall be limited to fifteen (15) plus twenty (20%) per cent of the full-time work force.

Section 2. In the event of a reduction of force, part-time employees shall be deemed to have less seniority than full time employees.

Section 3. Part-time employees shall be eligible for half of the vacation of full-time employees

Section 4. Part-time employees shall be eligible for half of the sick days of full-time employees.

Section 5. Notwithstanding other provisions of this agreement, Article 6, except Sections 4&5; 16; 23; and 24 shall not apply.

ARTICLE 26: FULL AGREEMENT CLAUSE

Section 1. 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 2. The Employer agrees not to enter into any other Agreement oral or written 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 3. 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 Stewards and Business Office shall be furnished a copy of such rules.

Section 4. 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 requirement is 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. 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. This Agreement cancels and supersedes any and all other Agreements verbal or written entered into heretofore.

ARTICLE 27: DRIVERS LICENSE

It is the obligation of the employee to maintain a valid Commercial Driver's License (CDL) with required Department of Transportation medical certification, as specified by State and/or Federal Law. The Company will pay for the cost of the medical provided it receives thirty (30) calendar day notice from the employee and designates the physician to perform the exam. Upon notification by the employee of a loss of CDL, the employee will immediately be placed on an unpaid personal leave of absence not to

exceed sixty (60) calendar days. If at the end of the sixty (60) calendar day period, the employee has not acquired the valid license, the employee will be terminated.

After one (1) year of seniority, the Company will reimburse Courtesy Bus Drivers for the expense to renew their CDL Driver's License. The Driver is responsible to submit a receipt to be paid.

ARTICLE 28: DURATION, TERMINATION, MODIFICATION

This Agreement dated the 17th day of July 2019 is effective April 1, 2019 and shall continue in full force and effect without change through March 31, 2022. If either party wishes to terminate this Agreement, it shall sixty (60) calendar days prior to April 1, 2022, give written notice of the termination. If neither party shall give notice to terminate this Agreement as provided above, or to modify this Agreement as hereinafter provided, this Agreement shall continue in effect from year to year after April 1, 2022 subject to termination by either party on sixty (60) calendar days written notice prior to April 1st of any subsequent year.

If either party desires to modify or change this Agreement, it shall sixty (60) calendar days prior to April 1, 2022 or any subsequent April 1st date, give written notice to such effect. Within ten (10) calendar days after receipt of said notice a conference will be arranged to negotiate the proposals, in which case this Agreement shall continue in full force and effect until terminated as provided hereinafter.

If notice of intention to modify or change has been given in accordance with the above provisions, this Agreement may be terminated by either party on thirty (30) calendar days written notice of termination given on or after the next April 1st following said notice of intention to modify or change.

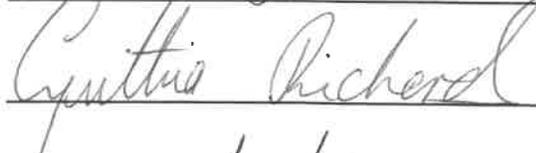
IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this _____ day of September 2019.

THE HERTZ CORPORATION
Rent-A-Car Stations
Philadelphia, Pennsylvania

OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION Local No. 32, AFL-CIO
Union, New Jersey



Date: 11/17/19



Date: 11/05/19

APPENDIX A

Agreement entered into by and between THE HERTZ CORPORATION, as specifically applying to its Stations in Philadelphia, Pennsylvania and OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL NO. 32 AFL-CIO in Wall, New Jersey.

I. JOB CLASSIFICATIONS AND WAGE RATES

A. MINIMUM START RATE

New employees in the Courtesy Bus Driver classification, and current employees whose hourly wage rate is below the New Start Rate, will receive the following minimum starting hourly rate of pay, beginning on April 1, 2019:

START RATE	\$17.00/hr
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Employees in a driver classification for which a CDL license is not required (e.g., van driver) will receive the following minimum starting hourly rate of pay, beginning April 1, 2019:

START RATE	\$12.00/hr
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If a Courtesy Bus Driver with a valid CDL is "permanently" reassigned by the Employer to a driver classification for which a CDL is not required, his rate of pay shall not be reduced. However, if a Courtesy Bus Driver with a valid CDL voluntarily transfers to a driver classification for which a CDL is not required, his rate of pay shall be adjusted to the rate of pay in the above schedule that corresponds to his length of continuous service.

B. GENERAL WAGE INCREASE

CDL Drivers: On 4/1/2019 all CDL drivers will receive the greater of either the change in the start rate to \$17.00/hr or a general wage increase of \$1.00/hr.

	<u>4/1/20</u>	<u>4/1/21</u>	
CDL Drivers	\$0.60/hr	\$0.65/hr	
	<u>4/1/19</u>	<u>4/1/20</u>	<u>4/1/21</u>
Non-CDL Drivers	\$0.35/hr	\$0.35/hr	\$0.35/hr