

THE HERTZ CORPORATION
and
OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION

LOCAL NO. 32

HERTZ LOCAL EDITION UTILITY PERSON

PHILADELPHIA PA

JUNE 1, 2017 – MAY 31, 2020

LABOR AGREEMENT

By and between THE HERTZ CORPORATION, a Delaware Corporation, as specifically applying to its Hertz Local Edition ("HLE") locations in Philadelphia, Pennsylvania, hereinafter referred to as the "Employer," and OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL NO. 32, AFL-CIO, Philadelphia, Pennsylvania, 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 I: 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 Utility Persons employed by THE HERTZ CORPORATION at its Philadelphia, Pennsylvania locations.

A "Utility Person" is an employee who may perform Rental Representative, Counter Sales Representative, Vehicle Service Attendant, Transporter/Shuttler, clerical and light mechanical functions (to include oil changes), according to the employer's assignment and direction. The parties hereto expressly agree that employees not covered under this Agreement may likewise perform Utility Person functions consistent with the needs of the business.

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SECTION 2. 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 3.

(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 4. 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 II: 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, sex, sexual orientation, color, creed, national origin, marital or veteran status, non-disqualifying physical or mental disability, union membership or union activity.

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 discourage 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.

ARTICLE III: 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 IV: RIOT OR CIVIL DISORDER

It is mutually agreed that any 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 seniority shall govern.

ARTICLE V: SENIORITY, TRANSFER, LAYOFF AND RECALL

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. When seniority is established, it shall be retroactive to the employee's date of hire. However, after working thirty (30) days probationary, employees shall be covered under the provisions of Articles XXII and XXIII. The Company, upon request, shall furnish the Union with a current seniority list up to four (4) times during a contract year.

SECTION 3: Seniority for all purposes shall be by individual location.

SECTION 4. When it becomes necessary to reduce the size of the work force at a location covered by this Agreement, it shall be done based on seniority within the location. When increasing the size of the work force, the Employer shall recall employees in the inverse order in which they were laid off.

SECTION 5. . Company seniority by location shall prevail for the selection of holidays worked, days off, vacations, overtime work, and choice of shifts.

SECTION 6. 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.

SECTION 7. 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) days or less), and at least once a week on long term illnesses (eight (8) days or more), unless a doctor's note specifies a length of time beyond one 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 canceled.
 - (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 re-employed 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) Except as otherwise provided for in 'f-2' above, any absence in excess of twelve (12) Continuous months.

SECTION 8. In case of shortage of work to be performed, where it becomes necessary to reduce payroll costs, it is agreed that the Employer will give the employees affected five (5) working days notice before reduction is made except in case of an Act of God, railroad or airline strike.

SECTION 9. Prior to a change of shift, it is agreed that the Employer will give at least three (3) days' notice to the employee and where practical, the Employer will try to furnish such notice five (5) days in advance.

SECTION 10. To protect his seniority, it is the employee's responsibility to keep the Management informed of his proper home address. 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.

ARTICLE VI: PART TIME EMPLOYEES

SECTION 1. Notwithstanding the other provisions of this Article, the Employer shall be permitted to employ part-time employees.

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

SECTION 3. Part-time employees are included in the "Wages," "Recognition" and "Check-Off" provisions of this Agreement, however, part-time employees who are not scheduled to work twenty-five (25) hours or more per week are excluded from all other terms and conditions of the Agreement, which are not specifically amended by this Article.

Part-time employees shall receive holiday pay in accordance with the term of the agreement only if they work the holiday. In addition, part-time employees shall accumulate vacation in accordance with said Articles on a pro-rated basis. Part-time employees shall be eligible for pro-rated sick days based upon the number of hours they worked during the preceding year.

SECTION 4. The Company will post all full-time Utility Person vacancies and, at management's discretion, will consider qualified part-time employees for those full-time positions. Those part-time employees not selected by management for promotion will be notified of the result in writing.

ARTICLE VII: LEAVES OF ABSENCE

SECTION 1. 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. ILLNESS, INJURY OR PREGNANCY LEAVE OF ABSENCE: In the event of off-the-job illness, injury or pregnancy, which prevents the performance of regular duties, an employee with seniority status will be automatically granted a leave of absence after medical evidence satisfactory to the Employer is presented for a period not to exceed six (6) months; If the illness or injury continues beyond six (6) months, such leave will be extended for an additional period up to six (6) months provided medical evidence satisfactory to the Employer is presented. The employee shall keep his immediate supervisor informed monthly in writing by the employee's physician of the approximate time when he will be able to resume his regular duties; The employee's return to work shall be subject to the approval of the attending physician and/or the Employer's designated physician. Seniority shall accumulate during the leave.

CHILD REARING LEAVE: In case of maternity leave, all employees, upon certification of the attending physician, that the employee is no longer disabled as a result of the pregnancy, may request a "childrearing" leave, providing the following conditions are met:

- a. The employee must notify the supervisor within four (4) weeks of the date of birth of the child, that she desires a "child rearing leave.
- b. The employee must submit proof of the child's birth.
- c. The child rearing leave may last only to the point where the child attains the age of six (6) months.
- d. The returning employee will displace the least senior employee on the payroll in his/her classification, providing such least senior employee has less seniority than the employee in question. The employee will give the Company two (2) weeks' advance notice of anticipated return.
- e. The employee will be required to pay the cost of All Benefit Plans for the period of the "child rearing leave."

SECTION 3. Probationary employee's seniority shall not receive credit for time off sick for the ninety (90) working 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 a sick leave.

SECTION 4. All of the above leaves of absence, including sick leaves, are granted subject to the following conditions:

- (a) The return of any employee to work before the expiration of his leave of absence is at the option of the Employer.
- (b) Any employee who fails to report for work within three (3) working days after the date of expiration of the leave shall be considered as having voluntarily quit unless he has a satisfactory reason or has made prior arrangements with the Employer in writing.
- (c) If upon the expiration of a leave of absence there is no work available for the employee in line with his seniority or if the employee would otherwise have been subject to layoff according to seniority during the period of the leave, the period which breaks seniority shall start from the date of expiration of the leave.

SECTION 5. LEAVES OF ABSENCE FOR MILITARY SERVICE: Leaves of Absence for Military Service shall comply with the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA) as amended. 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 termination of such service shall be offered re-employment in his previous position or a 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 6. The parties will comply with the Family and Medical Leave Act (FMLA) of 1993 as amended and the Americans with Disabilities Act of 1990 as amended.

ARTICLE VIII: JOB STEWARD CLAUSE

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:
 - (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.

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 training when notified by the Union Business Manager or his representative. There is a limit of three (3) Stewards.

Job Stewards and alternates have no authority to take strike action or any other action interrupting the Employer's business, except as authorized by official action 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, slowdown, or work stoppage in violation of this Agreement.

Stewards and grieving employees shall be permitted to process grievances during working hours in accordance with Articles X, GRIEVANCE PROCEDURE, and Article XI, WORKING HOURS, 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 pay.

ARTICLE IX: 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 a copy mailed to the Local Union office, within one (1) working day 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. No warning notice need be given in the case of discrepancy, theft, and violation of reasonable Company rules, which have been received by the Union and published.

SECTION 3. A discharged or suspended employee must advise his Local Union in writing within two (2) working days 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 ten (10) days of the date of discharge or suspension. Failure to adhere to the time limit will bar the Union from processing the grievance to arbitration.

SECTION 4. Notices not filed within the above time limits shall be deemed waived unless extension is mutually agreed to by the parties.

If the Union or Employer is unable to agree as to the settlement of the case it may be referred to Article X, Step 4, Grievance Procedure within two (2) days after the above notice of appeal is given to the Employer. The notice of appeal to arbitration must be made within the time period above or the Union will be barred from processing their grievance to arbitration.

ARTICLE X: GRIEVANCE PROCEDURE

SECTION 1. Should any grievance arise with respect to the interpretations 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. All grievances must be presented in writing within seven (7) calendar days of the occurrence. If not presented within this time limit, the grievance shall be denied on timeliness.

STEP 2. A meeting will be held between the grievant, the Shop Steward, and a representative of the employer within fourteen (14) calendar days of the grievance being filed. The Employer is required to respond within seven (7) calendar days of this meeting. If the employer fails to do so, the grievance will go to the next step.

STEP 3. If not resolved, a meeting within fourteen (14) calendar days will be held between the Business Representative of the Union or his designee and the Employer's Representative or his designee in charge locally. The Employer is required to answer within seven (7) calendar days of this meeting. If the

Employer fails to do so, the grievance will go to the next step.

STEP 4. A grievance, excluding general wage rates, not settled in the foregoing

steps shall be referred to arbitration within fourteen (14) calendar days of the receipt of the Step 3 response, by notifying the other party in writing. Failure to adhere to any of the above time limits will bar the Union from processing the grievance to arbitration. Extensions can be granted by mutual agreement.

SECTION 2. If the parties fail to mutually agree upon an arbitrator, they shall request the Federal Mediation and Conciliation Service to provide a panel composed of seven (7) arbitrators who are all members of the National Academy of Arbitrators from which the parties will make a selection. If the first panel of arbitrators is found unsatisfactory by either the Company or the Union, a second panel of seven (7) arbitrators is to be requested from the Federal Mediation and Conciliation Service. The decision of the arbitrator shall be final and binding upon the parties and the arbitrator shall not be empowered to rule contrary to, amend, modify, eliminate or ignore any of the provisions of this Agreement.

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 XI: 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.

It is understood by both parties that it is a management right to schedule lunch breaks consistent with Pennsylvania State law. The Company shall make every attempt to schedule lunches no later than the sixth (6) hour of an eight (8) hour (non-overnight) shift.

Notwithstanding the other provisions of this Section, part-time employees may be scheduled to work up to twenty-five (25) hours per week. If it is necessary to work beyond this schedule, the Company must receive permission from the Union.

SECTION 2. Time and one-half (1½ 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. Part-time employees shall receive time and one-half (1½ x) for all hours worked in excess of eight (8) in any one day, and/or over forty (40) in one week.

SECTION 4. The period of Friday through Thursday shall be considered the work week for pay purposes including payment of wages for over forty (40) hours.

ARTICLE XII: HOLIDAYS

SECTION 1. Hourly wage rated employees will be paid for New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day. During the second year of employment, the employee will be paid for the employee's birthday, anniversary date of hire and two (2) personal holidays. Employees with twenty-four (24) months or more of service will receive a third personal day. Such personal holidays will be given provided the employee requests one at a time a minimum of seven (7) days in advance and the Company grants permission. Permission will not be unreasonably withheld, and if these personal days are not used, the employee will not be paid for them.

SECTION 2. Employees must meet all the following rules of eligibility to qualify for holidays and holiday pay, unless otherwise provided herein:

- (A) the employee has seniority as of the date of the holiday, and
- (B) 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 3. 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 4. 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 day vacation with pay, or a days 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 5. 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 6. Employees eligible under these provisions shall receive eight (8) hours' pay at their regular straight time hourly rate, exclusive of overtime premium for each such holiday.

SECTION 7. Employees who may be requested to and do work on any of the above holidays, shall receive time and one-half ($\frac{1}{2}$.x) for the hours worked in addition to holiday pay as herein provided.

SECTION 8. 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 9. 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. If the two governments select different days, the Company will select one of those days.

SECTION 10. 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 11. Whenever possible, the Employer shall post all holidays, except personal holiday schedules, at least fourteen (14) days in advance of said holiday and finalize the bidding process seven (7) days in advance of said holiday. When bidding on the holiday shifts, the employees regularly scheduled to work the midnight shifts shall have the first bid on those holiday midnight shifts.

ARTICLE XIII: VACATION PAY ALLOWANCES

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

Eligibility date for vacation with pay will be the anniversary of the employee's seniority date.

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.

A current employee covered by this Agreement who has worked seventy-five percent (75%) or more of the total working days (four (4) hours of work constitutes a work day) during the preceding calendar year shall receive one (1) week vacation with pay on his eligibility date, not including overtime premium, where the employee has been

employed one (1) year; two (2) weeks vacation with pay as of his eligibility date where the employee has been employed two (2) years or more; three (3) weeks vacation with pay as of his eligibility date where the employee has been employed five (5) years or more; four (4) weeks vacation with pay as of his eligibility date where the employee has been employed twelve (12) years or more; and five (5) weeks vacation with pay as of his eligibility date where the employee has been employed twenty (20) years or more.

Employees who have been laid off or gone on sick leave within sixty (60) days in advance of their anniversary date will receive the next level of vacation entitlement if applicable.

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 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 rate for each 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 whose seniority date and probationary period will be calculated from the first day of employment.

SECTION 3: Employees who have attained four (4) weeks of vacation shall be permitted to request the scheduling of one (1) week of vacation in single or multiple day increments (no half days). Vacation day requests under this section must be presented a minimum of seven (7) days in advance of the date requested, and in the absence of operating circumstances to the contrary, shall not be unreasonably denied.

ARTICLE XIV: 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 three (3) years, from June 1, 2017 to and including May 31, 2020.

ARTICLE XV: VOTING

It is agreed and understood that all employees will be granted two (2) hours time off with pay to enable them to vote in National Elections, provided their work shift interferes with their opportunity to vote. Employees whose shifts are worked when the polling places are closed shall not receive compensation for vote time.

ARTICLE XVI 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 XVII 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. After notification to the employee of the death, the employee has forty-eight (48) hours to identify to management the days to be taken up 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, children, father, mother, brother, sister, current father-in-law, current mother-in-law and grandparents.

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.

SECTION 3. Employees may request an unpaid personal Leave of Absence for the bereavement of family members not covered under Section 1 herein.

ARTICLE XVIII: 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 IX: STRIKES, STOPPAGES AND LOCKOUTS

SECTION 1. It is the intent of the parties to this Agreement that the procedure herein shall serve as 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, slowdown or work stoppage by the 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 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 XX: UNIFORMS

In the event the Employer requires employees to wear a special uniform, it is agreed that these shall be supplied free of charge, in accordance with the Company uniform policy.

ARTICLE XXI: OVERTIME DISTRIBUTION

SECTION 1. Overtime will be assigned on a location-by-location basis.

SECTION 2. The Employer will make every reasonable effort to distribute overtime as equally as possible.

SECTION 3. In the event all employees refuse to work the overtime, the least senior employee must accept the overtime assignment.

ARTICLE XII: INSURANCE

The terms and conditions of The Hertz Custom Benefit Program shall apply and shall be subject to revision 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. The Company and The Employees will share in the cost of the Insurance Program as directed by The Company each year.

ARTICLE XXIII: SHIFT PREMIUM PAY

A shift differential of five cents (\$0.05) per hour shall be paid for all hours worked between 1:30 P.M. and 8:00 AM. and an additional five cents (\$0.05) per hour for all hours worked between midnight and 8:00 AM.; excluding those hours worked on shifts

that start between 7:00 AM. and 1:30 P.M.

ARTICLE XXIV: POSTING AND BIDDING

SECTION 1. Posting and bidding shall be on an individual location basis.

SECTION 2. The Employer agrees to post notices of any job vacancies when such occur.

SECTION 3. Employees who have one (1) year's seniority prior to their bidding and who are covered by this Agreement only will have the opportunity to bid for vacancies.

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

ARTICLE XXV:

TEAMSTERS LOCAL 830 RETIREMENT SAVINGS PLAN

SECTION 1. The Employer agrees to participate in the Teamsters Local 830 Retirement Savings Plan (the Plan) on behalf of all regular full-time and part-time employees represented for purposes of collective bargaining under this Agreement

SECTION 2. The Employer will make or cause to be made payroll deductions on a pre-tax basis from participating employees' wages in accordance with each employee's salary deferral election subject to compliance with ERISA and the relevant tax code provisions. The Employer will forward withheld sums to The Plan, at such time, in such form and manner as required pursuant to the Plan and Declaration of Trust (Trust).

SECTION 3. The Employer will execute a Participation Agreement with Local 830 and the Trustees of the Plan evidencing Employer participation in the Plan effective prior to any employee deferral being received by the Plan.

SECTION 4. The Company will make no contributions to the Plan.

ARTICLE XXVI: PENSION PLAN

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 2014-2017 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 XXVII: SICK LEAVE

SECTION 1. Employees shall not be entitled to sick leave for the first six (6) months of employment. These employees will accrue one (1) day for every two (2) months of service for the remainder of the first year of employment, not to exceed three (3) days per annum. Thereafter, regular seniority employees will be eligible for six (6) days paid sick leave as of the first day of each year.

SECTION 2. Unused sick leave shall not accumulate from year to year but shall be paid to employees on the payroll within thirty (30) calendar days of the contract anniversary date each year. Such pay shall be at the employee's regular straight time hourly rate.

SECTION 3. Sick leave of less than one (1) day shall not be paid.

SECTION 4. The Company and the Union agree that sick days as provided for herein may, at the option of the Employee, 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) days in advance, and the Company will respond within seventy-two (72) hours of the request. The Company agrees that the use of utility days as described above are not point occurrences as defined in the attendance policy.

SECTION 5. 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 6. If an employee takes no sick days in a calendar year (Jan. 1- Dec. 31), then the unused sick leave shall be compensated at one and a half times (1 & 1/2x) the employee's normal hourly wage. For these purposes "conversion" sick days will not be counted as absences.

ARTICLE XXVIII: FULL AGREEMENT C L A U S E

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 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 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 XXIX: DURATION, TERMINATION AND MODIFICATION

This Agreement is effective June 1, 2017, and shall continue in full force and effect without change through May 31, 2020.

If either party wishes to terminate this Agreement, it shall sixty (60) days prior to June 1, 2020 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 June 1, 2020, subject to termination by either party on sixty (60) days written notice prior to June 1 of any subsequent year.

If either party desires to modify or change this Agreement, it shall sixty (60) days prior to June 1, 2020, or any subsequent June 1 date, give written notice to such effect. Within ten (10) 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) days written notice of termination given on or after the next June 1 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 November 2017.

THE HERTZ CORPORATION

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



11.30-17

APPENDIX "A"

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

WAGES

The following minimum wage rates shall be paid:

Starting wage rate for employees hired after June 1, 2017: \$9.50

Current employees will receive the corresponding wage increase as of the dates listed below:

| <u>06/01/17</u> | <u>06/01/18</u> | <u>06/01/19</u> |
|-----------------|-----------------|-----------------|
| \$0.25 | \$0.25 | \$0.25 |

THE HERTZ CORPORATION

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



11-30-17



12-20-17

Sharon Eastwick
Business Manager
OPEIU Local 32
Autumn Ridge Office Park
3350 Highway 138, Bldg 2, Suite 125
Wall, NJ 07719

Re: HLE and OPEIU Local 32 Utility Person Agreement

Dear Ms. Eastwick,

The parties recognize that, as of the time of signing of the subject Agreement, the current operational needs of **HLE** do not merit the recruitment or placement of employees in this classification at every location.

The parties agree that when such employees are required by the Employer- on a location-by-location basis, the terms and conditions of the subject Agreement will apply. Generally speaking, the "trigger point" for assignment of Utility Person(s) will be based on a four (4) to one (**1**) ratio; that is, for every four non-covered employees assigned to each location, one Utility Person will be assigned. Of course, though operational needs may require the presence of a Utility Person at one location, this does not mean that other locations will be so affected.

Notwithstanding any of the foregoing, Article III, Management Rights, shall govern in the event of conflict.

Very Truly Yours,



William Circe
Labor Relations