

AGREEMENT  
BETWEEN  
TEAMSTERS UNION  
LOCAL 481



And

AVIS BUDGET CAR RENTAL SERVICES, LLC.

SEPTEMBER 1, 2021— AUGUST 31, 2026

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AGREEMENT

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AVIS BUDGET CAR RENTAL SERVICES, LLC

AND

TEAMSTERS UNION LOCAL #481

EFFECTIVE SEPTEMBER 1, 2021

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## AGREEMENT

This Agreement entered into this 1st day of September 2021, by and between Avis Budget Car Rental Services, LLC, hereinafter called the Company, and Automotive and Allied Industries Employees of San Diego Teamsters Union Local 481, hereinafter called the Union.

### **PART ONE - DEFINITIONS**

The following definitions shall apply wherever the work or term defined appears in this Agreement unless otherwise specifically stated in this Agreement.

#### **1.1 Employees At The San Diego Airport**

- a. Rental Sales Associate
- b. Service Agent
- c. Customer Service Representative (CSR)
- d. Rapid Return Agent (Rover)
- e. Dispatcher

### **PART TWO - GENERAL**

#### **ARTICLE 1 - REPRESENTATION, RECOGNITION AND UNION MEMBERSHIP**

##### **1.1 Representation and Recognition**

The Company recognizes the Union as the sole bargaining agent for its employees at the San Diego Airport or any other location where that airport may move within San Diego County as defined in Part One.

##### **1.2 Union Membership Requirements**

(a) When a new employee is required, the Company may call upon the Local for a qualified candidate. The Company will be the sole judge of the candidate's qualifications.

(b) The employer may procure candidates from other sources.

(c) No applicant for employment shall be denied employment or otherwise discriminated against by reason of membership in or activities in behalf of, or

representation of the Union.

(d) All employees covered by this Agreement shall become members of the Union within thirty one (31) days from the effective date of this Agreement or within thirty one (31) days from the date of employment, whichever is later, and shall remain members of the Union in good standing as a condition of continued employment. "Members in good standing" shall be defined to mean employees who are members of the Union who tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.

(e) The employer shall notify the Union in writing, within seven (7) days of the start of employment of new employees covered by this Agreement.

(f) Upon written authorization voluntarily signed by an employee, the Company will deduct from the pay of such employee periodic dues uniformly required as a condition of retaining membership in the Union and initiation fees, and shall transmit the same to the Union, provided that such written authorization shall not be irrevocable for a period of more than one (1) year or beyond the termination date of this Agreement, whichever occurs sooner.

(g) The Union agrees to indemnify the Company and hold it harmless against any and all suits, claims, demands and liabilities for damages or penalties that may arise out of or by reason of any action that shall be taken by the Company for the purpose of complying with the foregoing provision of this section (f).

## **ARTICLE 2 - EMPLOYER -EMPLOYEE RELATIONSHIP**

### **2.1 Management Rights**

(a) All management rights, powers, authority and functions whether heretofore or hereafter exercised, and regardless of the frequency or infrequency of their exercise, shall remain vested exclusively in the Company. It is expressly recognized that such rights, powers, authority and functions include, but are by no means whatever limited to, the full and exclusive control, management and operation of its business; the determination of the scope of its activities; the right to establish and change shifts and schedules of work; the right to maintain order and efficiency; the right to contract or subcontract any work (excluding work presently being performed by current bargaining union employees) the determination of the number, size and location of its facilities or any part thereof and the extent to which, and the means and manner by which, its facilities, or any part thereof, shall be operated, relocated, shut down, or abandoned; the right to terminate, merge, consolidate, sell or otherwise transfer its business or any part thereof; the determination of the number of employees, and the assignment of duties thereto and the direction of the working force, including, but by no means limited to, hiring, selecting and training of new employees and suspending, scheduling, assigning, discharging, laying off, recalling, promotion, retiring, demoting and transferring of its employees.

(b) It is the intention of the Company and the Union that the rights, powers, authority and functions referred to herein shall remain exclusively vested in the Company except insofar as specifically surrendered by express provisions contained in the other articles of this Agreement.

(c) Any grievance involving the exercise by the Company of any of its management rights hereunder may be processed through the grievance procedure.

(d) Employees shall not be held responsible for lost, stolen or damaged property, except in the case of gross negligence on the part of the employee.

## **2.2 Written Record of Employee Discipline**

(a) When the Company disciplines an employee and places a written record of the incident in the employee's personnel file, the employee so involved shall be given a copy within ten (10) calendar days of knowledge of the occurrence. If not presented within such period, the right to discipline shall be waived.

b) In support of disciplinary action, no written warnings more than nine (9) months old and no suspension warnings and suspension in lieu of time off warnings more than twelve (12) months will be considered.

## **2.3 Local Bulletin Board Space**

The Company shall make available, for Union use, space for a bulletin board at a central location. This board will be used for notices of Union meetings, elections, and results of elections. Other items or Union business which the Union may wish to post must have the prior approval of the District Manager.

## **2.4 Stewards and Union Visitation**

(a) The Steward(s) who may be appointed by the Union shall be allowed a reasonable amount of time during working hours for the purpose of investigating and disposing of grievances arising under this Agreement, but not at any time which would unreasonably interfere with the normal work duties of any employee covered by this Agreement or the normal operation of the business. Stewards are to check with the supervisor at the beginning and end of a normal shift. The supervisor shall be advised of the Steward's departure and whereabouts.

(b) The Company agrees after first having been notified by said representative, to grant any official representative of the Union the right to discuss any grievance or problem arising under the terms of this Agreement with any employee during working hours on the Company's premises and, it is mutually agreed, that there will be no unreasonable interference by the Union with the work of any employee covered by this Agreement during the regular working hours of said employee.

## ARTICLE 3 - EMPLOYEE BENEFITS

### 3.1 Jury Duty

(a) All employees who serve on a superior, municipal or federal court jury shall be entitled to pay for all scheduled hours for work days on which they are required to report for jury duty. All employees when called for jury duty shall be considered day shift while on jury duty. Jury duty pay shall be paid only for days on which the employee would otherwise have worked his or her regularly scheduled work day, provided, however, that if an employee is excused by the court from jury duty service four (4) or more hours before the end of his or her regularly scheduled work day, he or she must report for work after being so excused by the court.

(b) In order to be eligible for jury duty pay, an employee who is summoned for jury duty must provide a minimum of two (2) weeks' notice to the Company and immediately present such summons to his or her supervisor. The employee must provide the Company with a statement signed by an official of the court certifying as to the employee's service as a juror, the date or dates and hours of service, and the compensation paid him or her therefore.

(c) Time absent due to such leave shall be counted as time worked for purposes of computing vacation and other benefits.

#### (d) Other Work at Request of Company

Any employee, who, in place of his normal work upon request of the Company, attends a Court Proceeding or Inquest, seeks evidence, or performs other work of like kind pertaining to Company affairs, shall be paid as if he were engaged in his normal work.

### 3.2 Leave of Absence

(a) When an employee with one (1) or more years of service and who has worked at least 1250 hours during that time is unable to work because of his or her FMLA qualifying illness or injury, he or she shall receive a leave of absence for a maximum period of twelve (12) weeks under the guidelines of the Family Medical Leave Act of 1993, provided that he or she submits evidence satisfactory to the Company of his or her inability to work because of such illness or injury. Before returning to work from such a leave of absence, the employee similarly must submit medical evidence satisfactory to the Company that he or she is fully able to perform all of the duties of his or her job classification.

b) Leaves of absence for childbirth or adoption for employees with one (1) or more years of service shall be granted, under the guidelines of the California Family Rights act and the Pregnancy Disability Act, with the total elapsed period of such leave of absence in no event exceeding six (6) months. This subsection shall be subject to state and/or federal laws pertaining to childbirth or adoption.

c) Employees may be granted leaves of absence for Non-FMLA qualifying reasons provided, however, they obtain written permission from the Company to be

absent for such said period requested. Requests for leaves of absence shall be in writing and shall not be unreasonably denied. Inability to work because of illness or injury shall not constitute a leave of absence. During any such leave of absence in excess of thirty (30) days, seniority shall not accrue. An open shift created by a leave of absence shall be bid on a seniority basis within the classification. Employees returning from a leave of absence, in accordance with the provisions of this Article, shall return to his or her same position and shift. The employee that is the successful bidder for the leave of absence position does so with the understanding that the position or shift is available only for the period of the leave of absence.

### 3.3 Vacations

(a) Each full time employee covered by this Agreement who has been employed by the Company for a period of one (1) year shall receive one (1) weeks' vacation with pay for five (5) days or forty (40) straight time hours.

(b) Each employee covered by this Agreement who has been employed by the Company for a period of two (2) years or more shall receive two (2) weeks' vacation with pay for ten (10) days or eighty (80) straight time hours.

(c) Each employee covered by this Agreement who has been in the employ of the Company for five (5) years or more shall receive three (3) weeks' vacation with pay for fifteen (15) days, or one hundred twenty (120) straight time hours.

(d) Each employee covered by this Agreement who has been in the employ of the Company for ten (10) years or more shall receive four (4) weeks' vacation with pay for twenty (20) days, or one hundred sixty (160) straight time hours. In addition, each employee covered by this Agreement who has been in the employ of the Company for twenty-five (25) years or more shall receive five (5) weeks' vacation with pay for twenty-five (25) days, or two hundred (200) straight time hours. Should employment be terminated on any employee for any reason, such employee shall be entitled to a pro-rata vacation pay based on five-twelfths (5/12's) at an eight (8) hour straight time day per month if employment is more than one (1) year duration, and five-sixths (5/6's) days at an eight (8) hour straight time day per month if employment is over two (2) years duration, one and one-fourth (1-1/4) days at an eight (8) hour straight time day per month if employment is over five (5) years duration, and one and two thirds (1-2/3) days at an eight (8) hour straight time day if employment is over ten (10) years duration, and 2.083 days at an eight (8) hour straight time day if employment is over twenty-five years (25) years duration. The parties agree to administrate vacation bids for the Main Counter Rental Sales Associates and Preferred independently.

(e) The Company agrees to grant paid vacation to at least two (2) employees (one on day shift and one on night shift) each week throughout the year if bid by such employees in the appropriate manner according to the established vacation selection procedure where staffing within the work group permits.

(f) Pursuant to CA law regarding the maximum vacation accrual, the accrual cap

will not exceed 1.75 times the yearly accrual rate for employees covered by this Agreement. For example: if an employee is eligible to accrue 10 days of vacation day per year, the maximum accrual cap is 17.5 days, even when the time is carried over to the following year. In this example, the employee must ensure that he/she has less than 17.5 vacation days available to use in order to continue to accrue vacation time. Lastly, terminating employees will be paid out accrued vacation time in accordance with CA state law.

### **3.4 Health and Welfare**

It is the intention of the Company to continue in effect for the term of this Agreement its existing group life, medical, prescription drug, dental and vision and voluntary short term and long term benefit plans.

care benefit plans. It is expressly understood, however, that the Company shall have the right at any time to change, modify or amend said plan or plans so long as such changed, modified or amended plan or plans provide benefits which are generally similar to those provided under the existing plan or plans, and provided that there shall be no change, modification or amendment which applies only to bargaining unit employees or is discriminatorily limited in its application to only those employees of the Company who are employed in the bargaining unit.

### **3.5 Holidays**

(a) Each regular full-time current employee shall receive pay as hereinafter provided for each of the following thirteen (13) holidays during the term of this contract: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve Day, Christmas Day, and Four (4) floating holidays. After the fifth (5<sup>th</sup>) year of service, employees will be eligible for one (1) additional Floating Holiday.

Each employee must request his/her floating holiday at least two weeks in advance. The employee must have the Employer's approval and said approval will not be unduly withheld.

Seniority will apply if more than one employee requests the same day. Final approval will be granted two weeks prior to the day in question and, once approved, cannot be withdrawn or changed.

The floating holiday must be taken during each contract year or it will be lost.

(b) All employees shall be paid the above named holidays at straight time when not worked and, in addition to holiday pay, the employee will be paid at the rate of one and one half (1 1/2) times the regular hourly rate for time worked on holidays.

(c) All holidays will be observed on the day they occur. In the event a holiday falls during the employee's vacation, the employee shall receive an additional day off with pay or an additional day's pay at the employer's option.

(d) To be eligible for holiday pay when no work is performed, an employee must be available for work on the last regularly scheduled work day immediately prior

to a holiday and the first regularly scheduled work day immediately following the holiday unless the employee can show a justifiable excuse to his employer. Employees who are scheduled to work and are able to work on a holiday and refuse to do so will not be paid for the holiday.

(e) Any employee who is required to work on any of the above named holidays, shall receive not less than eight (8) hours pay at the holiday pay rate except that any employee who is unable to complete the work day for personal reasons shall be covered by the hours provision in Article 8, Section 8.1 (c).

(f) To be eligible for holiday pay an employee must have completed his or her probationary period.

(g) Schedule bids for holidays will be posted two weeks in advance of the holiday. Such bids will come down in eight days and final assignments will be posted five days prior to the holiday.

### **3.6 Pension Plan**

(a) Avis Rent-A-Car System Inc. will, effective January 1998, offer to all bargaining unit employees the Avis Voluntary Investment Savings Plan (401k) for bargaining unit employees on a voluntary non-contributory basis. Effective March 4, 2020, the plan will discontinue.

(b) Effective March 4, 2020, the Company will offer to all bargaining unit employees the AB Car Rental Services Voluntary Investment Savings Plan (401k) for bargaining unit employees on a voluntary non-contributory basis.

(c) Effective January 1, 1998, Avis Rent-A-Car System Inc. will initiate the Avis Hourly Union Represented Employee Defined Benefit Plan to all eligible employees as provided for under said Plan. Employees shall be vested after five (5) continuous years of service. Eligible employees shall participate in the Avis Pension Plan for Bargaining Hourly Employees (the "Plan") that became effective on January 1, 1998. Effective as of March 4, 2020, (date of consolidation), such former Avis employees shall cease participation in that Plan and commence participation in the AB Car Rental Services, Inc. Pension Plan for Bargaining Unit Employees. Only those former covered Avis employees who were hired prior to September 1, 2021, shall be eligible to participate in the above referenced Plan. Eligible employees covered by this Agreement shall be eligible to participate in the Company's Defined Benefit Pension Plan for Bargaining Hourly Employees (the "Plan") in accordance with the terms and conditions of said Plan. Details regarding benefit levels and related information can be found in this Appendix "B" in accordance with this CBA.

### **3.7 Compensatory Injuries**

In the case of an industrial injury where the Company directs the employee to obtain treatment from a doctor on the day of the injury, such employee shall be paid at his or her regular straight time hourly rate of pay for the balance of the day not worked, provided, however, that if such employee is released by the doctor to return to work on such day, he or she must return to work as directed.

### 3.8 Sick Leave

(a) Employees covered by this Agreement accrue paid sick leave at the rate of one (1) hour of sick leave for every thirty (30) hours worked, up to a maximum accrual of seventy-two (72) hours. Employees may not use any accrued paid sick leave until on or after the ninetieth (90th) day of their employment. An employee must notify his/her immediate supervisor at least two (2) hours in advance of his/her shift schedule if they intend to use any sick leave if the need to use the leave is foreseeable. If the need to use paid sick leave is not foreseeable, an employee must notify his/her supervisor as soon as practical.

(b) In December of each year, employees will be compensated for earned and unused sick time. Earned and unused sick days will be paid at the rate of 1.35% in the first pay period in December of each year.

(c) Employees will receive sick leave pay, starting with the first (1st) scheduled workday of absence for illness or injury. For the month of January only, employees who have not accrued or possess any paid sick time may elect to use one (1) Floating Holiday if accrued.

(d) To qualify for sick leave pay, the Company may require reasonable proof of illness, including a doctor's certificate, verifying that the absence was due to a bonafide illness or injury.

(e) Sick leave pay will only be given for those days in the employee's scheduled work week and will only be given to employees who are actively employed when the illness or injury occurs. If the illness or injury occurs while the employee is on vacation, leave of absence or layoff, sick leave will not be paid.

(f) Sick leave pay shall be integrated with unemployment state disability insurance benefits, workers' compensation disability benefits, social security disability benefits and other forms of disability benefits which the Company may later provide so that the sum of the daily sick leave allowance hereunder, shall not exceed one hundred percent (100%) of the employee's regular daily wage at straight time, exclusive of the daily hospital allowance which may be payable to the employee under SDI. If the sick leave pay allowance to an employee hereunder, when so combined with any such disability daily benefits received by the employee, exceeds one hundred percent (100%) of his regular daily rate of straight time for any one day, then such sick leave pay for that day shall be reduced accordingly. Any portion of the sick leave pay allowance not received by the employee by reason of any such reduction shall be retained by the employee's sick leave account as a part of his accumulated sick leave benefits.

(g) Subject to paragraph (f) above, full pay shall mean the employee's regular straight time hourly rate for those days or hours which the employee would have worked had the disability not occurred, calculated at straight time.

(h) Each regular full time employee with one year or more seniority shall receive up to six (6) days of hospital leave each year, at the regular straight time hourly rate of pay for eight (8) hours each day while confined in said hospital.

Such hospital leave is to be used only when the employee is confined, as a patient, in a

regularly constituted, licensed and accredited hospital. Hospital leave shall be used prior to any leave benefits while in the hospital. Any unused portion of the hospital leave not taken annually will not accumulate from year to year.

(i) Where there is a death in the employee's immediate family, the employee shall, upon proper request, be granted up to one (1) week's leave of absence, with pay not to exceed three (3) working days unless the employee is required to travel five hundred (500) or more miles in which case an additional two (2) working days of pay will be available. The Employer reserves the right to verify the location. The immediate family shall consist of current spouse, children, stepchildren, mother, father, sister, brother sister in law, brother in law, step sister, step brother and current mother-in-law, father-in-law, grandmother and grandfather, legal domestic partner, and current spouse's or legal domestic partner's parents and grandparents.

### **3.9 Employee Parking**

The Company will provide a parking area and/or transportation to a parking area if necessary, at no cost to the employee.

### **3.10 Rain gear**

The Company agrees to provide raingear for all employees where it is necessary in connection with their work.

## **ARTICLE 4 - CONTINUOUS OPERATION**

### **4.1 Continuous Operation**

It is agreed that during the life of this Agreement no strikes, work stoppages or slowdowns shall be caused or sanctioned by the Union and no lockouts shall be entered into by the Company. Any action of the Company in closing its facilities during a general strike, riot or civil commotion for the protection of the facilities and property shall not be deemed a lockout. Any action of the employees in refusing to go through a legal primary picket line, which has been sanctioned by the Union, shall not constitute cause for discharge or disciplinary action nor shall it be considered a violation of this Agreement.

## **ARTICLE 5 - GRIEVANCES AND ARBITRATION**

### **5.1 Grievances Defined**

A grievance is defined as a dispute arising between the Company and an employee concerning alleged violation of the terms of this Agreement, or a dispute arising between the Company and an employee concerning the application or interpretation of this Agreement, or a dispute between the Company and an employee concerning alleged violation of the federal or local law governing the Company-employee relationship.

## **5.2 Grievance Steps**

Any employee who has a grievance (as defined in Section 1 above) must attempt to determine or settle it solely and exclusively by the following procedure:

Step One - The employee shall himself or through his/her steward or representative first present the matter to his/her immediate Manager.

Step Two - Failing settlement under Step One, the grievance will be reduced to writing, signed by the grievant, and presented by his/her Union Representative to the authorized representative of the Company not later than ten (10) calendar days (excluding weekends & holidays) after the grievance arose, except in the case of discharge, discipline, or alleged violation of seniority provisions, in which case the grievance must be presented within five (5) calendar days (excluding weekends & holidays) of said discharge, discipline, or alleged violation of seniority provisions, otherwise the grievance will not be eligible for further provisions of this Section.

Step Three - If the grievance is not settled at Step Two, the parties may appoint a Mediator from the California Mediation and Conciliation Service to hear the dispute and make a recommendation, such recommendation of the Mediator shall be final and binding upon both parties here to. If either party prefers not to mediate the dispute, the grievance will be submitted directly to arbitration in accordance with the provisions in 5.3.

## **5.3 Arbitration**

When the matter is not settled under Steps One, Two, and Three above, the Union and the Company shall jointly request from the Federal Mediation and Conciliation Service a list of seven (7) arbitrators, and the parties shall select therefrom one (1) arbitrator by alternately deleting names from the list until a last name remains, the parties drawing lots to determine who shall be entitled to the first deletion.

The Arbitrator shall not have the power to make any awards changing, amending, or adding to the provisions of this Agreement. His jurisdiction shall be limited to hearing the determination of cases arising out of alleged violation or misinterpretation of the provision of the Agreement on cases within his jurisdiction. The decision of the Arbitrator shall be final and binding upon both parties hereto.

The general wage levels shall not be subject to arbitration. It is understood that the expenses incurred by the Arbitrator, including his compensation, shall be borne jointly by the Company and the Union.

The powers of the Arbitrator are limited as follows: he/she shall have no power to add to, subtract from, or modify any of the terms of any Agreement.

## **5.4 Discrimination Prohibited**

There shall be no discrimination against an employee because he has presented a grievance under Section 5.2 above. No employee covered by this Agreement shall be discriminated against for activity in or representation of the Union.

## **5.5 Probationary Employees**

Effective upon ratification of this Agreement, any employee shall be termed a "Probationary Employee" for a period of one hundred twenty (120) calendar days and has met all employment eligibility requirements as mandated by federal and state law next following his initial date of employment with the Company, during which period the Company shall have the exclusive right to discharge such employee at its own discretion.

## **5.6 Supervisors**

Supervisors shall not perform the duties regularly performed by employees covered by this Agreement to the extent that such activity itself would actually eliminate any full-time positions.

## **5.7 Employees not in the Bargaining Unit**

Employees of the Company who are not within the bargaining unit represented by the Union shall not be assigned to perform work or other duties normally performed by employees of the Company within the bargaining unit except in the case of a short-term emergency.

# **ARTICLE 6 - SENIORITY**

## **6.1 Determination of Seniority**

The seniority of any employee shall be determined according to the length of time of unbroken service as an employee of the Company, elapsing from the date he first entered the employ of the Company; provided that his time of service shall not be considered broken while absent because of sickness, injury or while on leave of absence from the Company as provided under Article 3, Section 3.2. A part-time employee with under ninety-six (96) regularly scheduled hours per month will not be entitled to fringe benefits. Part-time employees who work for the Company ninety-six (96) or more regularly scheduled hours per month shall accrue seniority and be entitled to vacations, holidays, jury duty, hospital leave, and sick leave on a pro-rata basis and shall be covered under the provisions of Health and Welfare as described in Article 3, Section 3.4, of this Agreement. No Part Time employee will be employed if a Full Time employee is laid off. A separate seniority list for Part Time employees will be maintained for layoff and recall purposes only. The Employer will post a schedule at least one (1) week in advance of the hours, days and/or days off to be worked by Part Time employees. Part Time employees will be offered daily overtime only after Full Time employees have been asked. Part Time employees in a classification will be laid off in order of seniority prior to regular Full Time employees. Part Time employees will be recalled in order of seniority to work hours scheduled by the Employer. The Employer shall reemploy regular Full Time employees prior to recalling Part Time employees. Part Time employees will be guaranteed four (4) hours of work or four (4) hours of pay for each scheduled day they report for work, unless otherwise mutually agreed upon between the employee and the Employer. Management shall retain the

right to hire Part Time employees at its sole discretion. However, the use of Part Time employees will not be used to diminish Full Time employees. Full Time employees who voluntarily opt to Part Time schedules shall restart their seniority effective with the transfer date to Part Time.

(a) The Company and the Union agree that the employees will be placed on seniority lists according to their respective classifications under Section One hereof as of the date of this Agreement, which lists shall also indicate the employee's status as full-time, part-time, or leads. New employees will be added to the seniority list as of the date and hour of employment, subject to Article 5, Section 5.6. Every three (3) months, the Company shall prepare and post a list of employees in the order of their seniority in each job classification. Copies of such a list shall be made available to the Union upon request. Within thirty (30) days after the posting of the initial seniority list under this Agreement, an employee may file a grievance with respect thereto, but after such thirty (30) day period, no grievance may be filed by an employee with respect to such seniority list.

(b) Seniority will prevail within the job classification for layoff or rehire.

(c) Seniority shall be broken by:

1. Discharge for cause.
2. Voluntary termination.
3. Six (6) consecutive months on layoff from the Company.
4. If an employee is unable to work or on leave for more than twelve (12) consecutive months unless otherwise prohibited by state, federal or local law.

(d) All employees are to be given written notice or notice posted on a bulletin board of impending layoffs not later than the end of the last shift worked prior to the commencement of such layoffs.

(e) 1. Reduction of forces due to lack of work shall be by seniority. The last employee hired shall be the first employee laid off and, in rehiring, the last employee laid off in the classification, provided he is capable and qualified, shall be the first employee hired.

2. In the case of a temporary short term reduction of the workforce, such as during the holiday season or for unexpected business necessity, upon one week's notice, the Company may ask employees for voluntary time off. If desired levels of staffing are not so met, the Company may further reduce staffing by classification and seniority requiring least senior employees on those shifts to take scheduled days off.

(f) In the event of a layoff, an employee so laid off shall be given five (5) days' notice of recall by registered or certified mail to his last known address. The employee must respond to such notice with three (3) days after receipt thereof and actually report for work in five (5) days after receipt of notice unless otherwise mutually agreed to. In

the event the employee fails to comply with the above, he shall lose all seniority rights under this Agreement.

(g) As openings occur, excluding lead positions, management will observe seniority in the selection of applicants and, so far as practicable, will observe seniority in vacation assignment, but seniority will not be permitted to interfere with the efficiency of operations.

(h) A five (5) day written notice shall be given to employees by posting it on the Company bulletin board with regard to any job opening, change in shift, or the creation of a new shift. Postings shall include hours of work, work week, rate of pay, and a description of the primary duties such job or shift entails. Opening of shift due to termination, which the Company desires to fill, shall be bid by seniority and the position will be filled as early as the Company is assured that a more senior qualified employee is not available that would request said shift. Openings created as a result of the initial bid, which the Company desires to fill, shall also be offered to employees within the bargaining unit in the same manner as the initial bid. Additional openings created after the second opening shall be filled by the Company by new hires or in any manner at its discretion. Any employee on an authorized leave of absence will be considered to fill openings in conformity to their seniority position, if not otherwise declined by the employee.

(i) An open shift schedule change or job opening shall not occur or be subject for bid unless the schedule is changed by more than six (6) hours over a weeks' period or the primary job duties have been changed. A counter change will not be considered an open shift.

(j) Employees who are absent from work, for any reason, must give the Company advance written notice of their desire to be considered for a specific vacancy that may become open during their absence, and they must be available to fill such vacancy at the time required by the Company.

(k) Whenever overtime work is available as a continuation of a shift it will be assigned by seniority to the employees already working at that time. Whenever overtime work is available, except as a continuation of a shift, it will be assigned by seniority within said shift (i.e. day shift or night shift) providing that said employee is available when called and qualified to perform the duties required by said assignment. In the event no employee within a shift accepts an overtime assignment, the employee with the least amount of seniority must accept said assignment. Employees may make one phone call, if necessary, to make arrangements when mandated to work overtime. Employees shall be notified of mandatory overtime no less than two (2) hours prior to the end of their shift.

(l) All requests by the employees for variations to existing schedules or requests by employees for permission to leave their shift before the scheduled end of their shift shall be granted at the discretion of management on the basis of seniority where practicable.

(m) Employees transferring from one classification to another shall have ninety

(90) days in which to return to their old classification without loss of seniority in their old classification. During the ninety (90) day period the employee shall be paid the lowest rate of the new classification but in no event less than the rate of pay they held in their old classification. After ninety (90) days in the new classification, they shall be paid the rate of pay to which Company seniority entitles them to in the new classification. Employees transferring back to their old classification during the ninety (90) day period will take whatever shifts are available and will not be able to exercise their seniority until the next shift bid.

(n) Employees transferring into Local Number 481 from another Avis location will recognize their Company service for seniority purposes except shift bidding where they will be added to the seniority list as of the date of their transfer. These provisions do not apply to Shuttle Drivers transferring to a classification in this Agreement. Shuttle Drivers will transfer in at entry-level pay.

(o) There will be a minimum of two (2) Master Shift bids per year, at six-month intervals. A copy of such Master Shift bid notice will be posted and forwarded to the designated shop steward(s).

### **PART THREE**

#### **ARTICLE 7 - WORKING RULES**

##### **7.1 Time of Report for Duty**

All employees will report for duty at such place as designated by the Company by punching or filling in their respective assigned time cards as directed by the Company.

##### **7.2 Uniforms**

The Company will supply, maintain, clean and launder all employees' uniforms with no cost to the employees.

#### **ARTICLE 8 - Work Week**

##### **8.1 Work Week and Assignments**

(a) For full-time employees, the work week shall consist of five (5) consecutive days of eight (8) hours each.

(b) Overtime shall be paid at time and one-half (1-1/2) the employee's straight time hourly rate for all hours worked in excess of eight (8) hours in any one day or forty (40) hours in any one week. Holiday and vacation hours paid but not worked shall be considered as time worked for purposes of computing overtime pay. All hours worked in excess of twelve (12) in one day shall be paid at two (2) times the employee's straight time hourly rate. All work performed on the sixth (6th) consecutive day of a full-time employee's work week shall be paid at one and one-half times (1-1/2x) the employee's straight time hourly rate. All work performed on the seventh (7<sup>th</sup>) consecutive day of a Full Time employees' work week shall be paid at two times (2x) the employees' straight time hourly rate. Payment for hours worked on the sixth (6th) or seventh (7th) consecutive day will not be made as above if the employee works the sixth (6th) or seventh (7th)

consecutive day as a result of a shift bid, shift change, or voluntary trading of shift.

(c) All full-time employees asked by or receiving a call from the Employer and who work less than four (4) hours shall receive not less than four (4) hours' pay. All full-time employees who work more than four (4) hours but less than eight (8) hours shall receive not less than eight (8) hours pay.

(d) Where feasible and practical, the Company can, at its discretion, establish a work schedule of four (4) ten (10) hour days in one week.

(e) **Meal Periods:** The Company provides an uninterrupted, unpaid, thirty (30) minute meal period for employees who work more than five (5) hours, and a second uninterrupted, unpaid, thirty (30) minute meal period for employees who work more than ten (10) hours. Managers (or their designees) schedule these meal periods. Employees who work six (6) or fewer hours and wish to waive their first meal period may do so by signing a meal period waiver form available from Human Resources. Likewise, employees who work twelve or fewer hours and who have not waived their first meal period may waive their second meal period by signing the second meal period waiver form also available from Human Resources. Employees must accurately record the start and stop times of their meal periods and take a full thirty (30) minute meal period. Employees are expected to start their first meal period before they work more than five hours. If they are entitled to a second meal period, and choose not to waive it, said meal period should start before they work more than ten hours. Employees are free to leave the premises during their meal period. Should an employee anticipate the inability to take a meal break at the scheduled time, or on a timely basis, they must notify a manager.

(f) **Rest Periods:** Employees are allowed a paid, ten (10) minute, rest period for each four (4) hours of work or major portion thereof. Managers will schedule rest periods. Employees are expected to observe their assigned working hours and the time allowed for rest periods. Employees should remain on the premises during their rest periods but are allowed to go to the break room, rest room, or outside. Employees must not take more than a net ten (10) minutes for each rest period (that is, an employee should be away from their immediate work-area for no more than a total of ten (10) minutes). Should an employee anticipate the inability to take a rest break at the scheduled time, or on a timely basis, they must notify a manager. Failure to comply with the requirements outlined above is grounds for disciplinary action, up to and including the separation of employment.

## ARTICLE 9 - WAGES

### 9.1 Wage Scale

- (a) For current employees hired prior to Agreement ratification, and with one (1) or more years of service, shall receive the following anniversary increase per each contract year:

9/1/21:	\$0.60		
3/1/22:	\$0.40	9/1/22:	\$0.35
3/1/23:	\$0.40	9/1/23:	\$0.35
3/1/24:	\$0.40	9/1/24:	\$0.35
3/1/25:	\$0.40	9/1/25:	\$0.20

For new hires and current employees hired on or after Agreement ratification shall receive the following anniversary increase, after six (6) months employment per each contract year:

3/1/22:	\$0.20	9/1/22:	\$0.20
3/1/23:	\$0.20	9/1/23:	\$0.20
3/1/24:	\$0.20	9/1/24:	\$0.20
3/1/25:	\$0.20	9/1/25:	\$0.20

Employees with less than one (1) year, but more than six (6) months of service, and below the minimum pay rate for their job classification, shall be adjusted to the appropriate wage rate accordingly, and receive either the adjustment or the contract increase, whichever is greater. Nothing in this Agreement shall be interpreted or construed in such a way as to prevent the Company from increasing minimum hiring rates for employees with the classifications covered by this Agreement.

- (b) Minimum Start Rate Improvement:

For Service Agents, the minimum rate of pay shall be as follows:

9/1/2021 \$16.50

For RSAs, the minimum rate of pay shall be as follows:

9/1/2021 \$15.50

For PSRs, the minimum rate of pay shall be as follows:

9/1/2021 \$16.50

For CSRs and related functions, the minimum rate of pay shall be as follows:

9/1/2021 \$16.50

Note: Employees shall receive the greater of either the contract anniversary increase or increase to start rate, but not both. However, where an employee with one (1) or more years of service yet still below the updated minimum start rate for their classification, said employee may be eligible for a one-time, non-precedent setting adjustment to the new start rate, in addition to the Agreement anniversary date increases. Wages now in effect which are more beneficial to the employees than those stipulated in this Agreement shall not be reduced or discontinued.

- (c) The anniversary month of the contract will become the date for wage rate adjustments. New employees will start at the start rate and will receive their first increase on the first anniversary month of the contract following their date of hire. New employees, who are in

their probationary period when the scheduled progression increase occurs, will not receive their next progression increase until the completion of their probationary period.

## **9.2 Night Shift Premium**

Those employees who are scheduled to start work between the hours of on or before 1:30 p.m. and before 10:00 pm shall receive a shift premium of forty-five cents (\$0.45) per hour in addition to their regular wage rate. Those employees who are scheduled to start work on or after 10:00 p.m. and before 6:00 am shall receive a shift premium of sixty cents (\$0.60) per hour in addition to their regular wage rate.

## **9.3 Premium Pay**

Preferred shall be paid one dollar and fifty cents (\$1.50) per hour in addition to their hourly base rate of pay for all hours worked. CSRs and Rapid Return Agents shall be paid fifty cents (\$0.50) per hour in addition to their hourly base rate of pay for all hours worked. Any employee currently earning one dollar and fifty cents (\$1.50) per hour or more will be frozen and "red-circled" at that rate.

## **9.4 Work Premium**

If a person works in a position with a wage scale higher than his or her scale, he/she is to be paid the higher scale rate for the actual time worked in that position at the entry level rate of pay.

## **9.5 Lead Agents**

The Employer, at its sole discretion, may appoint and retain Lead Agents who will be paid one dollar and fifty cents (\$1.50) per hour above their effective rate. Lead Agents will bid separately. The Company will recognize the rules for seniority that presently prevails for Leads.

# **ARTICLE 10-Terms**

## **10.1 Effective Date and Duration of Agreement**

(a) This Agreement will be in effect from the date hereof to and including August 31, 2026 and will remain in effect from year to year thereafter unless changed or terminated as hereinafter provided.

(b) Either party desiring to negotiate any changes or modifications in this Agreement to become effective at the end of the term of this Agreement or any annual extension thereof will notify the other party, in writing, of its desire to enter into negotiations for that purpose at least sixty (60) days prior to the expiration date of the term of this Agreement or any annual extension thereof.

(c) Either party desiring to terminate this Agreement or any annual extension thereof will notify the other party, in writing of its decision to terminate at least sixty (60) days

prior to the expiration date of the Agreement or any annual extension thereof. It is expressly understood that if either party gives such notice of termination, the Agreement or any annual extension thereof will terminate at the expiration date of the Agreement or any annual extension thereof despite the fact that either party may have served written notice upon the other party pursuant to sub-section (b) above.

(d) Notice of termination or notice of requested changes and modifications by either party to this Agreement must be made by Registered or Certified Mail, addressed to the Company at its principal office at 6 Sylvan Way, Parsippany, New Jersey, 07054, or to such other office address as the Company may later designate; and addressed to the Union Local #481 at 2840 Adams Avenue, Room 202, San Diego, California 92116, or to such other office mailing address as the Local may later designate.

#### ARTICLE 11

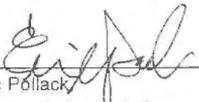
#### 11.1 Agreement Subordinate to Any Law

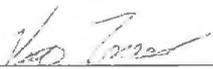
(a) It is understood and agreed that the provisions of the Agreement shall be subordinate to any present or subsequent Federal, State or Municipal law or regulation to the extent that any portion hereof is in conflict therewith, and nothing shall require the Company to do anything inconsistent with the charters, franchises, permits, Certificates of Public Convenience and Necessity, or laws under which it may from time to time operate or exist.

(b) Should any provision of this Agreement be in conflict with any Federal, State, or Municipal Law or regulation the remaining provisions shall continue in full force and effect. Both parties shall meet within thirty (30) days for the purpose of renegotiating the provision or provisions so invalidated.

AB CAR RENTAL SERVICES, LLC

AUTOMOTIVE AND ALLIED INDUSTRIES  
EMPLOYEES OF SAN DIEGO COUNTY  
LOCAL NO. 481 AFFILIATED WITH THE  
INTERNATIONAL BROTHERHOOD  
OF TEAMSTERS.

By:   
Eric Pollack  
Director, Labor Relations

By:   
Victor Torres,  
Secretary-Treasurer

Date: 05/24/2022

Date: 5/24/22

## APPENDIX "B"

The Appendix herein is prepared to help you understand your benefits under the Company's Plan for Bargaining Hourly Employees (the "Plan") and is merely a summary of the principal provisions of the Plan. It is not meant to interpret, extend or change the provisions of the Plan in any way and should not be considered as a substitute for the Plan itself. In case there is a discrepancy between the Plan document and the Appendix or in case the Plan is amended, the actual Plan document, with amendments, will prevail. Neither this Appendix, nor the Plan, is intended to constitute a contract of employment or otherwise between the Company and any employee, or to be, or serve as, consideration for an inducement or condition of any employment. Nothing construed herein or in the Plan shall be deemed to give any employee the right to be retained in the service of the Company or to interfere with, or otherwise restrict, the right of the Company to discharge, with or without cause, any employee at any time. Please review the Appendix and how it applies to you, and note that certain terms contained may not apply to you under your Collective Bargaining Agreement with the Company. The Appendix identifies those terms which are applicable under your Collective Bargaining Agreement in determining our benefits under the Plan. A copy of the Summary Plan Document ("SPD") is also included with the Appendix and it will be on file at the Employee Benefits Department at the Company's Corporate Headquarters in Parsippany, New Jersey. Please review it and keep it in a safe place for future reference. However, if you need a copy of the SPD you may access it at any time via the HR4U site at [www.abghr4u.com](http://www.abghr4u.com) or may call HR4U and request a copy at (844)-700-4748.

### AVIS BUDGET CAR RENTAL SERVICES, LLC PENSION PLAN FOR BARGAINING HOURLY EMPLOYEES

UNION LOCAL 481

**SEPTEMBER 1, 2021 - AUGUST 31, 2026**

Effective January 1, 1998, Avis Rent-A-Car System Inc. will initiate the Avis Hourly Union Represented Employee Defined Benefit Plan to all eligible employees as provided for under said Plan. Employees shall be vested after five (5) continuous years of service. Eligible employees shall participate in the Avis Pension Plan for Bargaining Hourly Employees (the "Plan") that became effective on January 1, 1998. Effective as of March 4, 2020, (date of consolidation), such former Avis employees shall cease participation in that Plan and commence participation in the AB Car Rental Services, Inc. Pension Plan for Bargaining Unit Employees. Only those former covered Avis employees who were hired prior to September 1, 2021, shall be eligible to participate in the above referenced Plan. Eligible employees covered by this Agreement shall be eligible to participate in the Company's Defined Benefit Pension Plan for Bargaining Hourly Employees (the "Plan") in accordance with the terms and conditions of said Plan. Details regarding benefit levels and related information can be found in this Appendix "B" in accordance with this CBA. For additional details relating to the provisions of the Plan, please reference the Summary Plan Description (SPD), or the retirement plan information is available to covered employees by contacting Trans America directly at (800) 755-5801.

<u>Provision</u>	<u>Applicable</u>
Eligibility	<ol style="list-style-type: none"> <li>1. If you complete at least 1,000 Hours of Service during your first year of employment;</li> <li>2. Are at least age 21;</li> <li>3. Working in a covered job classification on the anniversary date;</li> <li>4. Eligible employees shall be governed by the terms and conditions of the Plan. Nothing in this agreement is meant to interpret, extend or change the provisions of the Plan.</li> </ol>
Vesting	5 years of service

Service	Service with the Company is counted in determining whether you have a vested right to your benefit and whether you qualify for an Early Retirement Benefit (if applicable) under the Plan. You will be credited with one year of Service for each Plan Year during which you complete at least 1,000 Hours of Service for the Company or an affiliated.
Credited Service	Service with the Company that is counted in determining the amount of your benefit. You will be credited with one year of Credited Service for each Plan Year commencing after the "Credit Date" during which you complete at least 1,680 Hours of Service as an hourly-paid employee of the Company in a job classification covered by a collective bargaining agreement which has accepted the Plan. If you complete less than 1,680 Hours of Service during the Plan Year, you will receive a fraction of a year of Credited Service, determined by dividing your actual number of Hours of Service by 1,680.
Credited Service Maximum (Service maximum is applied across another Company pension plan participant if applicable)	30
Normal Retirement Age	65
Early Retirement Age	N/A
Early Retirement Service	N/A
Special Early Retirement Age	N/A
Special Early Service Requirement	N/A
Disability Retirement Age	50
Disability Retirement Service Requirement	15
Disability Retirement Benefit Factor	Same as Normal Retirement Benefit Factor
Unreduced Early Retirement Age	N/A
Unreduced Early Retirement Service	N/A
Benefit Levels	<p>The benefit level will be at ten dollars (\$10.00) per month per year of service. Effective 9/01/07 the benefit level will be at twelve dollars (\$12.00) per month per year of service.</p> <p>Effective 9/01/10 the benefit level will be at fourteen dollars (\$14.00) per month per year of service.</p> <p>Effective 9/01/11 the benefit level will be at fifteen dollars (\$15.00) per month per year of service.</p> <p>Effective 9/1/12, this benefit level shall increase to sixteen (\$16.00) dollars.</p> <p>Effective 9/1/13, this benefit level shall increase to seventeen (\$17.00) dollars prospectively.</p>

Effective 9/1/15, this benefit level shall increase to eighteen (\$18.00) dollars prospectively. All benefit levels shall be effective for each credited year of employment beginning with January 1, 1998 in accordance with the terms of the plan.

Effective 9/1/17, this benefit level shall increase to nineteen (\$19.00) dollars prospectively. All benefit levels shall be effective for each credited year of employment beginning with January 1, 1998 in accordance with the terms of the plan.

Effective 9/1/19, this benefit level shall increase to twenty (\$20.00) dollars prospectively. All benefit levels shall be effective for each credited year of employment beginning with January 1, 1998 in accordance with the terms of the plan.

Effective 9/1/20, this benefit level shall increase to twenty-one (\$21.00) dollars prospectively. All benefit levels shall be effective for each credited year of employment beginning with January 1, 1998 in accordance with the terms of the plan.

Effective 9/1/21, this benefit level shall increase to twenty-three (\$23.00) dollars prospectively. All benefit levels shall be effective for each credited year of employment beginning with January 1, 1998 in accordance with the terms of the plan.

Effective 9/1/22, this benefit level shall increase to twenty-five (\$25.00) dollars prospectively. All benefit levels shall be effective for each credited year of employment beginning with January 1, 1998 in accordance with the terms of the plan.

Effective 9/1/23, this benefit level shall increase to twenty-seven (\$27.00) dollars prospectively. All benefit levels shall be effective for each credited year of employment beginning with January 1, 1998 in accordance with the terms of the plan.

Effective 9/1/24, this benefit level shall increase to twenty-nine (\$29.00) dollars prospectively. All benefit levels shall be effective for each credited year of employment beginning with January 1, 1998 in accordance with the terms of the plan.

Effective 9/1/25, this benefit level shall increase to thirty-one (\$31.00) dollars prospectively. All benefit levels shall be effective for each credited year of employment beginning with January 1, 1998 in accordance with the terms of the plan.

#### **NOTIFICATION OF YOUR PENSION BENEFIT**

**Upon Your Termination of Employment** - As soon as administratively possible following the time when Transamerica Retirement Solutions receives official notification of your termination of employment, your benefit will be calculated. You will receive a letter indicating the amount of your monthly benefit at normal retirement date. You need to notify your Human Resources manager of your termination of employment. Please contact Transamerica for benefit estimates or to commence your benefit. As a terminated employee you should inform the Transamerica Retirement Solutions any time you change your mailing address.

**Upon Your Retirement** - As soon as administratively possible following the time when the Transamerica Retirement Solutions receives official notification of your retirement, your benefit will be calculated. You will receive a letter notifying you of the amount of your monthly benefit along with election forms and information you will need to complete and/or provide. The election forms and documentary evidence of your date of birth should be returned to the address shown on the forms. Upon review and approval of the documents, initiation of your pension benefits will be requested. Generally, the process to initiate your benefit payment takes between two to three months from the date of your retirement.

**Annual Statements** - To request an estimate of your pension benefit at retirement or to commence your retirement

benefits, please contact Transamerica Retirement Solutions at (800) 755-5801.

**AB Car Rental Services Retirement Savings Plan for Bargaining Unit Employees (401k):**

In addition to Pension, the Employer shall make available to eligible employees covered under this section its AB Car Rental Services Voluntary Investment Savings Plan for Bargaining Unit Employees (401k) with no matching contribution. This Plan is solely authored by the Employer who is held free to modify, add to, delete from or discontinue this Plan in its entirety. Plan Information is available to covered employees by contacting Merrill Lynch at 1-866-231-4015.

## LETTER OF AGREEMENT

### One (1) Time Wage Equity Adjustment

Pursuant to wage review by the parties in consideration of current market place conditions, the parties have reached agreement toward providing a one-time, non-precedent setting minimum equity adjustment of sixty cents (\$0.60) to only employees covered under Article 9, Section 9.1 (a), Wage Scale, of the new Agreement, where these employees receive no further increase to wages through either improvement with the start rate, or with only the contract anniversary increase, these employees are eligible to receive this adjustment. Said increase shall also take place, effective upon ratification of the new Collective Bargaining Agreement

## LETTER OF AGREEMENT

### Service Agent Recognition Initiative

Effective with CBA ratification, and maintained throughout the life of the Agreement, the parties agree to continue to meet with employees and explore, review, discuss and implement where agreement is reached to do so, performance – based initiatives that provide direct and measurable outcomes, while offering a level of recognition and/or incentive in proportion to those employees engaged, pursuant to trial period initiatives, programs, processes and related activities. It is the intent of the parties to host at least three (3) initiatives, where appropriate, per year.

LETTER OF AGREEMENT

Job Classification Functionality and Overlap

Pursuant to contract ratification, the parties agree to meet to continue exploring overall opportunities within job functionalities and overlap in support of employee development and operational efficiencies.

## LETTER OF AGREEMENT

### CSR "COMBO" Job Classification and Functions

This shall serve to confirm the parties' understanding regarding (1) the separation of the Preferred Service job functions from the Rental Sales Associate ("RSA") job functions; (2) the consolidation of these functions, along with Return Agent, Agent Rapid Return, Exit Gate, Dispatcher, Greeter, Lot Loader and Fast Break functions into a revised "COMBO" Customer Service Representative job classification responsible to perform all functions check-out (i.e. "counter bypass") and check-in functions; and (3) the addition of new job responsibilities in connection with the various functions as indicated above.

1. This shall also serve to confirm that, effective as of September 1, 2021, all new "COMBO" CSR employees shall be hired directly into this role with the full understanding of their job responsibilities. In addition, for current CSRs, or employees who qualify as such, shall voluntarily transfer into this role, shall have the option to transfer into this role. If after thirty (30) days, the employee wishes to transfer back into their former position, they may do so without loss of seniority.
2. "COMBO" Customer Service Representatives will be responsible for performing all work functions in relation to the Preferred Booth (currently part of the Rental Sales Associates job function), check-out functions (counter by pass functions including Return Agent, Agent Rapid Return, Exit Gate, Dispatcher, Greeter, Lot Loader and Fast Break functions. All "COMBO" CSRs will be assigned various functions and assignments at management's discretion and in direct support to customer service/ business operations.
3. All PSRs will have a one-time opportunity to bid for the "COMBO" CSR job classification. This bid will take place within thirty (30) days of the execution of this agreement. Any PSR who successfully bids this new classification also will retain his/her PSR job classification seniority date for all purposes for a period of ninety (90) days. In addition, should the same PSR wish to transition back to the counter he/she may do so within the same ninety (90) day period without loss of seniority.
4. The Company will continue to provide and evaluate training needs to "COMBO" CSRs to insure employees are prepared to perform the required job functions according to expectations as listed in item # 1 above.
5. It is understood and agreed that the "COMBO" CSR job classification shall be considered separate from any current job classification for all purposes, including, shift bids, vacation and holiday scheduling, overtime and layoff/recall.

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made and entered into on this 16 day of June, 2022, by and between Avis Budget Car Rental Services, LLC., hereinafter referred to as the "Employer" or the "Company," and the Automotive and Allied Industries Employees of San Diego Teamsters Union Local 481, hereinafter referred to as the "Union."

The Union is the exclusive bargaining representative of the airport shuttlers currently employed by Avis Rent A Car System, Inc, at the San Diego International Airport. These employees are currently in a separate bargaining unit at the San Diego International Airport and are governed by a collective bargaining agreement with the Union which expired on September 30, 2021.

On or about June 16, 2022, and in connection with collective bargaining, respectively, the Company plans to merge the classification, and be governed by the current Avis Budget Car Rental Services, LLC, Agreement at its facilities located at San Diego International Airport.

In order to allow for the orderly alignment of this function, the parties agree as follows:

1. **Employer:** Upon merger, airport shuttlers currently employed will become part of Avis Budget Car Rental Services, LLC.
2. **Agreement:** Upon merger, this Agreement shall incorporate all of the terms and conditions of the current collective bargaining agreement in effect between Avis Budget Car Rental Services, LLC, and the Union, except with respect to those specific items set forth in this Memorandum of Agreement.
3. **Seniority Date for Benefit Entitlement:** Effective June 16, 2022, for purposes of benefit entitlement, upon consolidation, employees shall retain their total service seniority with the Company, respectively.
4. **Seniority Date for Shift Bids/Vacation Scheduling/Layoff and Recall:** Effective June 16, 2022, for purposes of shift bids, vacation scheduling, layoff and recall, employees shall retain their total job classification seniority with the Company.
5. **Classification and Wages:** The classification and base wages for the merger is set forth in this Agreement as follows:

**Start Rate:** \$15.50

Employees shall receive the greater of either the contact anniversary increase or increase to start rate, but not both.

- (a) For current employees hired prior to Agreement ratification, and with one (1) or more years of service, shall receive the following anniversary increase per each contract year:

10/1/21:	\$0.60			(\$0.60)
3/1/22:	\$0.40	9/1/22:	\$0.35	(\$0.75)
3/1/23:	\$0.40	9/1/23:	\$0.35	(\$0.75)
3/1/24:	\$0.40	9/1/24:	\$0.35	(\$0.75)
3/1/25:	\$0.40	9/1/25:	\$0.20	(\$0.60)

- (b) For new hires and current employees hired on or after Agreement ratification shall receive the following anniversary increase, after six (6) months employment, per each contract year:

3/1/22:	\$0.20	9/1/22:	\$0.20	(\$0.40)
3/1/23:	\$0.20	9/1/23:	\$0.20	(\$0.40)
3/1/24:	\$0.20	9/1/24:	\$0.20	(\$0.40)
3/1/25:	\$0.20	9/1/25:	\$0.20	(\$0.40)

# NOTICE TO ALL MEMBERS

IF YOU ARE ON DUES CHECK-OFF WITH YOUR COMPANY, AND DUES ARE NOT DEDUCTED DUE TO YOUR NOT HAVING ENOUGH EARNINGS, IT IS YOUR RESPONSIBILITY TO KEEP YOUR DUES CURRENT IN ORDER TO MAINTAIN GOOD STANDING IN THE LOCAL UNION.

IF YOU BECOME UNEMPLOYED IN THE JURISDICTION OF THE LOCAL UNION, YOU WILL BE ISSUED A WITHDRAWAL CARD UPON REQUEST PROVIDING ALL DUES AND OTHER FINANCIAL OBLIGATIONS ARE PAID TO THE LOCAL UNION, INCLUDING THE DUES FOR THE MONTH IN WHICH THE WITHDRAWAL CARD IS EFFECTIVE.

FOR THIS AND OTHER BUSINESS MATTERS, IT IS IMPERATIVE THAT YOU KEEP YOUR MAILING ADDRESS ON FILE WITH THE LOCAL UP-TO-DATE.

FRATERNALLY,

VICTOR D. TORRES, SECRETARY-TREASURER

Teamsters Local 481  
2840 Adams Ave., Suite 202  
San Diego, CA 92116  
(619) 282-2187  
[www.teamsters481.org](http://www.teamsters481.org)  
Field Representative: Gabriel Tejada

"Printed In-House with Union Labor"

06/22

Employees with less than one (1) year, but more than six (6) months of service, and below the minimum pay rate for their job classification, shall be adjusted to the appropriate wage rate accordingly, and receive either the adjustment or the contract increase, whichever is greater. Nothing in this Agreement shall be interpreted or construed in such a way as to prevent the Company from increasing minimum hiring rates for employees with the classifications covered by this Agreement.

**Lead Agents:** The Employer, at its sole discretion, may appoint and retain Lead Agents who will be paid one dollar and fifty cents (\$1.50) per hour above their effective rate. Lead Agents will bid separately. The Company will recognize the rules for seniority that presently prevails for Leads.

6. Retirement Benefits:

**401K Plan:** Effective as of June 16, 2022, eligible employees covered under this section its AB Car Rental Services Voluntary Investment Savings Plan for Bargaining Unit Employees (401k) with a matching contribution of fifty cents (\$0.50) on every dollar (\$1.00) contributed, up to six percent (6%). This Plan is solely authored by the Employer who is held free to modify, add to, delete from or discontinue this Plan in its entirety. Plan information is available to covered employees by contacting Merrill Lynch at 1-866-231-4015.

7. Future Status:

In the event the Company decides to unwind the consolidation of the operations at the San Diego International Airport, the former Avis employees and the former Budget employees, respectively, will be restored to available positions at their former employer by seniority.

In the event that the Company determines to sell, transfer or otherwise dispose of its interests in either Avis or Budget, or both, prior to such sell, transfer or other disposition, the former Avis employees and the former Budget employees, respectively, will be restored to available positions at their former employer by seniority.

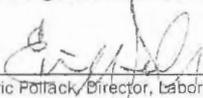
In the event that the Company determines to shut down either Avis or Budget in its entirety (such that a single rental car operation remains), available positions for the single rental car operation shall be offered first to those employees who were previously employed by the remaining rental car company by qualifications and seniority. Any positions available after such process shall then be offered to the remaining employees by qualifications and seniority. For example, if two or more employees are equally qualified for the position, as determined by the Company, then seniority shall prevail.

In all of the above cases, the employee shall retain their total service seniority with the Company.

Kindly evidence your agreement to these terms and conditions by signing below.

Avis Budget Car Rental Services, LLC.

Teamsters Union Local 481

By:   
Eric Pollack, Director, Labor Relations

By:   
Victor Torres, Secretary-Treasurer

Date: 06/17/2022

Date: 6/17/22