

AGREEMENT
BETWEEN
TEAMSTERS UNION
LOCAL 481



And
HERTZ LOCAL EDITION

April 2, 2024— April 1, 2027

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Hertz Local Edition Stations

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AGREEMENT

ARTICLE 1 Recognition

This Agreement, made and entered into this 19th day of June 2024, by and between THE HERTZ CORPORATION, a Delaware Corporation, with its principal place of business at 8501 Williams Road, Estero, Florida 33928, for its Hertz Local Edition Stations located or to be located in the cities of Seattle, Washington; Portland, Oregon; Oakland, California; Ontario, California; Sacramento, California; Fresno, California; San Francisco, California; San Jose, California; Long Beach, California; Los Angeles, California; San Diego, California; Denver, Colorado; Phoenix and Tucson, Arizona; Albuquerque, New Mexico; El Paso, Texas; Eugene, Oregon; and Salt Lake City, Utah, hereinafter called the "Employer", and the WESTERN AREA OF TEAMSTERS on behalf of its affiliated Local Unions, Local 206, Eugene, Oregon, Local 495, Orange County, California; Local 853, Oakland, California; Local 495, Long Beach, California, Local 150, Sacramento, California; Local 305, Portland, Oregon; Local 104, Phoenix and Tucson, Arizona, Local 222, Salt Lake City, Utah; Local 431, Fresno, California; Local 495, Ontario, California; Local 481, San Diego, California; Local 492, Albuquerque, New Mexico, Local 495, Los Angeles, California; Local 665, San Jose, California; Local 665, San Francisco, California; Local 745, El Paso, Texas; Local 117, Seattle, Washington; and Local 455, Denver, Colorado, hereinafter called the "Union "

For the purpose of collective bargaining with respect to rates of pay, wages, hours of work and other terms and conditions of employment, the Employer recognizes the Union as the sole and exclusive bargaining representative for all Utilitypersons employed at the locations enumerated herein.

A "Utilityperson" is an employee who may perform Rental Representative, Counter Sales Representative, Vehicle Service Attendant 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 Utilityperson functions consistent with the needs of the business.

The parties agree that, as of the time of the signing of the Western Conference HLE Utilityperson Agreement, the Employer's current operational needs 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 this Agreement will apply. The "trigger point" for assignment of a Utility Person will be based on a four to one (4 to 1) ratio; that is, for every four (4) non-covered employees assigned to a location, one (1) Utility Person will be assigned. This does not mean other locations will be so affected. Notwithstanding any of the foregoing, Article V, "Managements Rights", shall govern, in case of conflict.

ARTICLE 2 Union Security (Except where restricted by State Law)

Section 1. When a majority of the eligible employees (Utility persons) performing work at a location covered here under execute cards authorizing a signatory local Union to represent them as their collective bargaining agent at that location, then such employees shall automatically be covered by this Agreement. If the Employer refuses to recognize the Union as above set forth and the matter is

submitted to the National Labor Relations Board or any mutually agreed upon process for determination, and such determination results in certification or recognition of the Union, all wages and benefits shall apply as set forth in the Appendices hereto for that location. If the location is not listed in the Appendices, the parties will negotiate wages and benefits.

Section 2. 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. Only those employees in the job classification set forth herein shall be covered by this Agreement.

Section 3: The employer agrees within thirty (30) days of date of hire to notify the Union of the name or names of all persons hired. It shall be the employee's responsibility to keep the Employer informed of his/her address or telephone number change on forms provided by the Employer.

ARTICLE 3 **Check-Off/DRIVE**

Section 1: The Employer at the request of the Union is to deduct from the wages of the employees, membership dues and initiation fees of the Union, and promptly transmit such funds to the Union, provided, that the Employer has received from each employee, on whose account such deductions are made, a written assignment which shall be irrevocable for a period of not more than one (1) year, or beyond the termination date of the applicable Collective Bargaining Agreement, whichever occurs sooner.

Section 2: The Employer shall deduct union dues the first (1st) pay period of each month and shall submit to the Union by the 20th of each month.

Section 3. The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE.
DRIVE shall notify the employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The employer shall transmit to DRIVE National Headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security Number and the amount deducted from the employee's paycheck.

ARTICLE 4 **Non-Discrimination**

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

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

Section 3 All references in this Agreement to persons of one gender shall mean persons of all genders

ARTICLE 5
Management Rights

The rights of the Employer shall include, but shall not be limited to, its right to conduct the business, its operation, and the direction of its working forces. The Employer's discretion and judgment shall control the selection and retention of the employees and the work and duties to which they are assigned, including the right to hire, transfer, schedule, promote, demote, suspend and discharge and the right to make rules and regulations concerning the conduct of the business and the employees, providing the same are not contrary to the terms of this Agreement. The failure of the Employer to exercise its rights under this Article in any respect shall not be taken as a waiver of its rights

ARTICLE 6
Grievance Procedure

Section 1. A grievance is a protest by the employee or the Union against the Employer because of an alleged violation of a specific provision of this Agreement. Such protest must be filed within ten (10) working days of knowledge of the employee's grievance

Section 2. The failure to follow the procedures and steps outlined or the failure to follow the time limits within which certain acts may be done or the expiration of any such time limits shall be an absolute bar to further processing of grievances or the arbitration thereof. Waivers of any such procedures or time limits must be by mutual agreement between the parties.

Section 3.

Step 1.

The aggrieved employee or employees shall attempt to adjust the matter with his/her appropriate supervisor designated by the Company with or without the assistance of the Shop Steward, as the employee or employees may elect. The supervisor shall give his/her answer within three (3) working days or such extended time as may be mutually agreed.

Step 2.

Any grievance which cannot be satisfactorily settled in Step 1 shall be reduced to writing and submitted to the Business Agent and General Manager or the designated representative within five (5) working days after receipt of the Employer's answer in Step 1. The Employer shall render a written decision within five (5) working days or such extended time as may be mutually agreed after submission of the grievance to Step 2

Step 3.

If a satisfactory settlement has not been reached in Step 2 above, the matter shall be referred to a Board of Adjustment

The Board of Adjustment shall consist of two (2) representatives of the Union and two (2) representatives of the Employer. Members of the Board will be persons who have not been directly involved in, or a subject of the dispute. A decision of such Board shall be final and

binding on all parties. In the event that the Board of Adjustment is unable to reach a decision on any such matter, the Board shall select an impartial arbitrator to hear the case. The arbitrator's decision shall be final and binding.

If the Board cannot agree on an arbitrator, said arbitrator shall be selected from a list of five (5) names furnished by the Federal Mediation and Conciliation Service, with each side striking one (1) name in order to reduce the list to one (1) person.

Section 4. The Board of Adjustment, including its Chairpersons, or an Arbitrator, shall not have the power or right to add to, delete, change or modify this Agreement or any part thereof.

Section 5. The expense of the Arbitrator shall be borne equally between the Local Union and the Employer.

ARTICLE 7
Riot or Civil Disorder

It is mutually agreed that any riot or civil disorder which causes the Employer to temporarily suspend its operations will be considered to be an act of God under the terms of this Agreement. 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, such employee may be selected at the Company's discretion without regard to seniority.

ARTICLE 8
Moonlighting

It is agreed between the Employer and the Union that no employee will work for a competitor company or go into business for themselves while in the employ of the Employer where such business is in competition with the Employer or where such work impedes the efficiency of the individual involved or the efficiency of the operation of the Employer.

ARTICLE 9
Part-Time Employees

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

- (a) All part-time employees will be paid holiday pay only in an amount equal to the average hours they would have been scheduled to work in that workweek. If part-time employees work on the holiday, they will be paid one and one-half times (1½x) their regular hourly rate of pay for the hours worked in addition to the above.

Those part-time employees receiving up to five (5) sick days as set forth elsewhere in the agreement will have each day consist of hours arrived at according to the following formula:

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

- (b) Part-time employees will accumulate vacation in accordance with the Agreement except that vacation pay will be computed on their regular straight time hourly rate in the above manner using the thirteen (13) week scheduled average
- (c) Unused sick leave shall be paid to each eligible part-time employee by the 2nd pay period in January of the following calendar year at the current daily rate in an amount not to exceed five (5) days or by mutual agreement between Employer and employee as paid time-off at a time mutually agreed upon

Cash-outs shall be calculated as in the preceding paragraph

Part-time employees who have not used any of their allotted sick leave by December 20th of each year will be cashed-out at 100% the value of the allotted sick leave. Any use of sick pay shall void this premium.

- (d) The Employer will determine the hours to be worked by part-time employees. A part-time employee who refuses to work the scheduled hours is considered to have resigned. A part-time employee need not be assigned five (5) consecutive work days, however, hours worked in excess of forty (40) in any one week will be paid at time and one-half (1½x) the employee's regular straight time hourly rate of pay
- (e) Part-time employees 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 employ regular full-time employees prior to recalling part-time employees.
- (f) 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 (20) hours or more per week are excluded from all other terms and conditions of the Agreement which are not specifically amended by this Article.
- (g) Part-time employees who have worked a minimum of four (4) consecutive hours will be entitled to a paid fifteen-minute break.

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

Section 3: Employees classified as part-time will still be considered part-time even though they are working a regular shift temporarily. A regular full-time employee who transfers to part-time will be considered part-time for lay-off purposes.

ARTICLE 10
Seniority

Section 1 All new employees shall be regarded as probationary for the first ninety (90) days. Each such employee may be terminated with or without cause and without recourse to the grievance procedure during their probationary period.

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

Section 3, When it becomes necessary to reduce the workforce covered by this Agreement, it shall be on the basis of seniority within the effective Local's jurisdiction. Prior to the layoff at the Company's designated location, the employee at the location will be offered the opportunity to displace the least senior employee, if one exists, at another location within fifty miles of the employee's branch within the Local's jurisdiction. If the employee accepts, he/she will relocate to that new location. The least senior employee at that location will then be laid off. Should the employee at the Company's designated layoff location decline the opportunity to move, he/she will then be laid off.

Section 4, All employees are given five (5) calendar days' written notice or five (5) days of pay in lieu of notice of an impending lay-off. This provision will not be in addition to any Federal or State WARN or WARN-type notice or pay in lieu of notice.

Section 5, In the event of a lay off, an employee so laid off shall be given ten (10) calendar days notice of recall by registered or certified mail to their last known address. The employee must respond to such notice within five (5) calendar days after receipt thereof and actually report for work within seven (7) calendar days after receipt of notice unless otherwise mutually agreed to. In the event employees fail to comply with the above, they shall lose all seniority rights under this Agreement.

Section 6, When increasing the size of the workforce, the Employer shall recall employees in the inverse order in which they were laid off.

Section 7, Company seniority by location shall prevail for the selection of holidays worked, days off, vacations, overtime work, and choice of shifts.

Section 8, The Company will maintain and post in a conspicuous place a Master HLE jurisdiction seniority list in each Local jurisdiction along with a location master seniority list and provide such lists to the Union quarterly. Controversies regarding seniority shall be settled by the Employer and the Union. Failing settlement by these parties, the matter shall be processed under the Grievance Procedure of this Agreement. Any protest to the seniority list must be made in writing within thirty (30) days from the date of posting of the seniority list. In the event no protest is made, the seniority list as posted shall be considered correct and final.

Section 9, An employee shall cease to have seniority rights if:

- (1) The employee quits voluntarily;
- (2) The employee is discharged for proper cause;
- (3) The employee is absent for three (3) consecutive working days without authorization and/or without notifying the Employer, unless given a reasonable excuse;

- (4) The employee does not respond within five (5) calendar days after being recalled by the Employer by a letter sent by registered mail and return receipt requested addressed to the employee at the last address the employee has given the Employer;
- (5) The employee exceeds a leave of absence without written approval of the Employer.
- (6) The employee is laid off for a time period equal to his/her length of service up to a maximum of one (1) year; and
- (7) The employee accepts a position with any other Employer while on a leave of absence

ARTICLE 11 **Workweek and Overtime**

Section 1. It is understood that because of the unusual nature of the Employer's business the operation shall be on a seven (7) day workweek basis. It is further understood that the Employer shall have the right to establish various shifts whether it be day or night, Saturday or Sunday, at various times, in order to cover all phases of its business. The workweek for regular employees shall be Friday through Thursday.

The lunch period shall be unpaid and not exceed thirty (30) minutes except by mutual agreement between the employee and management. Employees shall also be entitled to two (2) fifteen (15) minute rest breaks for each eight (8) hour shift that is worked.

Section 2 - Overtime. Except as otherwise required by State or other applicable law, overtime shall be paid for on the basis of one and one-half times (1½x) the employee's straight time hourly rate for all hours worked in excess of forty (40) hours in any one week.

All overtime will be assigned by seniority. Employees can volunteer by seniority; if insufficient workers volunteer, the Company can mandate work by inverse order of seniority. Employees shall be notified of mandatory overtime no less than one (1) hour prior to the end of his/her shift, except in the case of proven bona fide emergency. Mandatory overtime shall remain available for the first (1st) hour.

Section 3. An employee who works in excess of two (2) hours overtime will be permitted a ten (10) minute paid break at the end of each two (2) hours except no break will be given at the end of the shift.

ARTICLE 12 **Holidays and Holiday Pay**

Section 1 - Eligibility and Qualifications: The following holidays shall be paid for all employees at the employee's basic rate including shift premium when not worked irrespective of the day on which they fall in accordance with Section 4:

| | |
|-------------------------|---------------------------|
| January 1 st | Thanksgiving Day |
| Memorial Day | Day before Christmas |
| July 4 th | December 25 th |
| Labor Day | Six (6) Floating Holidays |

- (a) Each employee shall provide the Employer with at least two (2) weeks advance notice of the date he/she wishes to take as a floating holiday. The Employer shall give the employee at least one (1) week notice of the decision to approve or disapprove the employee's request. Such approval will not be unreasonably withheld.
- (b) Employees hired January through June each year will be entitled to all six (6) floating holidays that year. Those hired after June will not have a floating holiday entitlement.

Section 2: Any employee working on the above-mentioned holidays shall be paid for hours worked at time and one-half (1½x) his/her regular rate of pay including shift premium in addition to their regular holiday pay. Employees shall be given five (5) days notice to work on a holiday except in case of unforeseen operational emergency.

Section 3: In the event a holiday falls during the employee's vacation, the employee shall receive an additional day off with pay, including shift premium, or an additional day's pay, at the employer's discretion.

Section 4: In order to be eligible for holiday pay when no work is performed, an employee must be available for work on the last scheduled work day immediately prior to a holiday and on the first (1st) scheduled work day immediately following the holiday unless the employee can show a justifiable excuse to the Employer and the Union. Any employee who is laid off or discharged, at the end of the workweek, shall receive pay for any holiday that falls on the first (1st) day of the employee's shift the following week.

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

ARTICLE 13 **Vacations**

Section 1: An employee with one (1) year of continuous service and who has received 1,200 hours pay during the qualifying year shall, on his/her yearly anniversary date of hire, receive with pay ten (10) days vacation for one (1) year of service; fifteen (15) days vacation for five (5) years of service; twenty (20) days vacation for ten (10) years of service, ~~twenty-five (25) days' vacation for twenty (20) years of service.~~ Employees who have received less than 1,200 hours pay will receive a pro-rated vacation as described in Section 2 below.

Section 2: All employees covered by this Agreement whose service terminates for any reason, shall receive pro-rated vacation with pay for those months for which no vacation has been paid on the following basis: Employees who have completed their eligibility requirements shall receive one-twelfth of the time allocated exclusive of overtime for each completed calendar month of employment.

Section 3: Vacation pay shall be calculated on the basis of employee's regular straight time hourly rate of pay including shift premium.

Section 4: Vacation assignments shall be made at the Employer's discretion, whenever practicable, according to seniority by location. The vacation schedule shall be posted annually as of December 1st and employees shall exercise their choice by bidding seniority. The list shall be closed as of December 20th and subsequent changes shall be made only by permission from the Employer. At least two (2)

weeks advance notice of vacations shall be given each employee. The selected vacation dates cannot be changed unless by mutual agreement. When such a change occurs the resulting vacancy will be re-bid and the subsequent opening will be re-bid, but there will be no rebids beyond that point.

Section 5. The Company agrees that insofar as possible in maintaining operational efficiency to allow as many employees as possible to select vacations during the prime vacation period

Section 6. Beginning January 1, 2022, employees may not accrue more than 1.5 times their annual vacation entitlement based on their years of service. Once the employee's accrued vacation has reached the cap, the employee must use at least one full day of vacation before any additional vacation can be earned. For example, if an employee has reached the cap and then uses three days of vacation, the employee will then be eligible to earn three more days of vacation. This provision shall not affect in any way vacation accrued by the employee as of January 1, 2022

ARTICLE 14 **No Strike - No Lockout**

Section 1: During the life of this Agreement, no strikes or work stoppages shall be caused or sanctioned by the Union, no employee shall engage in any strike or work stoppage including, but not limited to, a sympathy strike, and no lockouts shall be entered upon by the Employer. Any action of the Employer in closing his stations during a general strike, riot or civil commotion, for the protection of his station and property, shall not be deemed a lockout.

Section 2. It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property of another company involved in a lawful primary labor dispute or refuses to go through or work behind any lawful primary picket line of another company, including the lawful primary picket line of the Union party to this Agreement.

ARTICLE 15 **Conduct of Employees**

Section 1: The Employer will not discharge or suspend any employee without just cause. The Employer shall give at least two (2) warnings of the complaint against such employee in writing to the Union and the employee before he/she is discharged for a repetition of the same complaint (such notice shall expire after twelve (12) months. Discharge or suspension must be by proper written notice to the employee affected with a copy sent to the Union. No written notice need be given in the case of proven dishonesty, or being under the influence or possession or trafficking in, illegally obtained prescription drugs or other drugs, narcotics or other illegal substances, or intoxicating beverages or possessing or drinking the latter, while on duty and/or company premises. Failure to immediately report any accident which has resulted in personal injury or property damage, permitting unauthorized persons to ride in the Employer's vehicle, willful destruction of property of the Employer, loss of the employee's drivers license, proven theft, becoming involved in a motor vehicle accident while driving the Employer's vehicle as a result of negligence or recklessness, driving a vehicle in excess of the legal or posted speed limits, using the Employer's vehicle for personal use without permission, fighting, threatening or provoking violence in the workplace or off premises in view of the workforce, sleeping on the job, unlawful harassment, not limited to sexual harassment, may warrant immediate termination, given the factual circumstances, and gross insubordination, i.e. continued refusal of a

direct order from supervision, said order being given three times.

Section 2. An employee may request an investigation of his/her discharge or suspension or any warning notice and the Union shall have the right to protest any such discharge, suspension or warning notice. Any such protest shall be presented to the Employer in writing within ten (10) days, exclusive of Saturdays, Sundays, and holidays, after the discharge, suspension or warning notice, and, if not presented within such period, the right of protest shall be waived

Section 3: The Employer shall give to a discharged employee a written notice of termination and at the same time send a copy to the Local Union.

Section 4: The parties mutually agree that Article 15 - Section 1, must be posted in a conspicuous place in the Employer's stations in order to be effective

ARTICLE 16

Sick Leave

Section 1. All employees covered by this Agreement with one (1) year or more seniority shall receive ten (10) days of sick leave with pay including shift premium as of January 1st, and annually thereafter, commencing with the first day of illness. An employee who reaches his/her anniversary date during the calendar year shall receive a pro rata share of his/her sick pay to January 1st of the following year. Thereafter, he/she shall be entitled to the full amount each calendar year

Unused sick leave shall be paid to each eligible full time regular employee by the 2nd pay period in January of the following calendar year, at the current daily rate in amount not to exceed the maximum outlined above or by mutual agreement between Employer and the employee as paid time-off to be taken at a time mutually agreed upon. Those employees who have not used any of their allotted sick leave by December 20th of each year will be cashed-out at 150% the value of the allotted sick leave. Any use of sick pay shall void this premium.

Section 2: On resignation, discharge or death, an employee or the employee's estate shall collect cash payment for all unused sick leave. Such unused sick leave pay shall be prorated

Section 3 - Attendance Infractions: No Employee shall be charged attendance infractions for any paid sick day that is used.

ARTICLE 17

Bereavement Leave

Each employee shall be paid for time lost at his/her current hourly rate of pay not to exceed three (3) days' pay in the event of death in his/her immediate family. "Immediate Family" shall be the employee's father, mother, grandparents, son-in-law, daughter-in-law, brother, sister, stepfather, stepmother, current mother-in-law, current father-in-law, and grandchildren. An employee may be given an additional two (2) days non-paid leave. In the event of the death of the employee's spouse, domestic partner, child, stepchild or if the employee must travel 300 miles or more, or if the employee must travel internationally, the paid leave shall be five (5) days.

ARTICLE 18
Leaves of Absence

Section 1: The Company and the Union agree to comply with the provisions of the Family Medical Leave Act of 1993, as amended.

Section 2: **PERSONAL LEAVES OF ABSENCE:**

- (a) An employee who requests and is approved for a personal Leave of Absence shall be granted Seniority protection up to ninety days (90). The Leave of Absence may be extended by four (4) thirty (30) day individual leaves up to a max of 210 days subject to the Company's approval.

ARTICLE 19
Uniforms

Section 1: The Employer may, in its sole discretion, require that uniforms be worn in duty. If uniforms are required, the Employer shall provide, at its expense, sufficient uniforms for employees. Colors, styling, cloth, etc., to be selected by the Employer.

Section 2: All employees will be required to wear said uniforms while on duty, if required by the Employer, and must present a neat appearance at all times.

Section 3: In the event the uniforms issued to the employees require dry cleaning, the Employer shall either have said uniforms dry cleaned or reimburse the employee for the cost thereof.

ARTICLE 20
General Provisions

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

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

Section 3: In case of compensatory injuries under the Workmen's Compensation Act, where the employee is able to continue on the job but is required to visit a doctor for treatment upon his orders, such employee shall be allowed a maximum of two (2) hours for each doctor's visit without a deduction in pay.

Section 4: If employees are hired through an employment agency, the Employer is to pay the employment agency fee.

Section 5: Accredited representatives of the Union, upon making their presence known to management, shall have access during the business hours to the premises of the Employer where members of the bargaining unit work, providing that no conferences and meetings between employees

and Union representatives shall in any way hamper or obstruct the normal flow of work.

ARTICLE 21
Legal Requirements

Section 1. If any provision of this Agreement is or becomes invalid, under any court ruling, or Federal or State Law ruling or regulation, then such provisions shall be modified to comply with its requirements or shall be renegotiated for the purpose of adequate replacement if possible and legal if such negotiations shall not result in mutually satisfactory agreement within sixty (60) days, either party shall be permitted all legal or economic recourse only on the item in renegotiation.

Section 2. Nothing contained in this Agreement shall be construed so as to require the Employer to violate any applicable law

ARTICLE 22
Health & Welfare

Section 1. The Hertz Flexible Benefit Plan with all options is in effect.

Section 2. The terms and conditions of the Hertz Flexible Benefit Plan shall be changed from time to time and such changes will automatically be extended to employees covered by this Agreement at the earliest feasible date but no later than six (6) months from the date of such change.

ARTICLE 23
Retirement Plan/401K (ASK HR 1-800-654-3373)

Section 1: Eligible employees were covered under previous agreements by The Hertz Corporation Account Balance Defined Benefit Pension Plan ("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 (60) calendar days of the ratification of the successor to the Teamsters Western Master Hertz Local Edition 2015-2020 Agreement

Section 2: Effective the first day of the month following sixty (60) calendar days of ratification (the "effective" date), of the Teamsters Western Master Hertz Local Edition 2015-2020 Agreement, eligible employees were 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 no longer received 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 vested pension account.

Section 3: For the first five (5) years following the implementation of the 401 (k) Plan, the Company made additional "transition contributions" to the 401 (k) Plan for active participants in the Hertz Retirement Plan who remained 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 ranged from one percent (1%) to three percent (3%) of annual eligible pay depending on the participant's compensation crediting rate and age on the effective date of the 401 (k) Plan. These contributions were one-hundred percent (100%) vested when made and

eligible employees did not have to contribute to the 401 (k) Plan to receive the transition contributions.

Section 5: 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 procedures of this agreement.

ARTICLE 24
Teamster 401(k) 1-833-569-2433

Section 1: The Employer hereby agrees to participate in the Teamsters-National 401(k) Savings Plan ("the Plan") on behalf of all employees represented for purposes of collective bargaining under this Agreement with no Employer contribution.

Section 2: The Employer will make or cause to be made payroll deductions from participating employee's 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 the withheld sum to State Street Bank or its successor 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 the Western Area of Teamsters 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: In addition, the Employer agrees to require the payroll system to provide separate paycheck deductions so that the plan may allow participant loans. The Employer further agrees, at such time as is administratively feasible, to require the payroll system to provide separate payroll deductions so that the plan may allow after-tax contributions.

ARTICLE 25
Transition2Work Program

Employees covered by this Agreement shall participate in the Employer's Transition2Work program under the same terms and conditions as non-union employees participating in the program. Should the Employer discontinue the Transition2Work program, employees on Workers' Compensation benefits shall be returned to work consistent with their medical documentation, however, the Employer has the right to modify their work schedule/shift to accommodate both the medical needs of the employee and the needs of the business.

ARTICLE 26
Full Agreement

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 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.

ARTICLE 27 **Appendices**

Minimum wage rates for the employees covered by this Agreement have been established by negotiations between representatives of the Employer and the Local Unions and are set out in the Appendices attached hereto and forming a party to this Agreement as if set out in full herein

In the event any City, County, State or Federal Minimum Wage and/or "Living Wage" or "Minimum Compensation" Ordinance should meet or exceed the contractual rates set forth, the parties agree to meet and discuss any wage scales that may be impacted.

At any time during the term of agreement the applicable Federal, State, County, City or Airport minimum wage is increased, the annual increase will maintain pay rates at no less than \$.25 over the newly enacted minimums.

ARTICLE 28 **Term of Agreement**

Section 1. This Agreement shall become effective as of April 2, 2024, and remain in full force and effect up to and including April 1, 2027 and shall be considered as renewed from year to year and after unless either party hereto shall give written notice to the other of their desire to amend or terminate said contract. Such notice must be given at least sixty (60) days prior to any expiration date hereof during which time changes, if any, shall be negotiated.

[Remainder of this page left intentionally blank]

APPENDIX - WAGES

SAN DIEGO, CA

New Hire Start Rates The following minimum starting rates will be paid:

| | | |
|----------------|----------------|----------------|
| <u>4/1/24</u> | <u>4/1/25</u> | <u>4/1/26</u> |
| <u>\$16.85</u> | <u>\$17.25</u> | <u>\$17.65</u> |

Annual Wage Increase: Employees will receive the following wage increases on the below dates

| | | |
|---------------|---------------|---------------|
| <u>4/1/24</u> | <u>4/1/25</u> | <u>4/1/26</u> |
| <u>\$1.00</u> | <u>\$0.40</u> | <u>\$0.40</u> |

THE HERTZ CORPORATION

DocuSigned by



ERIC LEEF
CHIEF HUMAN RESOURCE
OFFICER

10/18/2024

Date

WESTERN AREA OF TEAMSTERS

DocuSigned by



DAMASCUS CASTELLANOS

10/17/2024

Date