

AVIS RENT A CAR SYSTEM, INC.

(Rent A Car Division)

And

GARAGE EMPLOYEES UNION LOCAL 272,
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

New York City, Nassau & Suffolk Counties
Service Agents & Courtesy Bus Drivers
11/03/2013 - 11/02/2017

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AGREEMENT

THIS AGREEMENT is made and entered into by and between AVIS RENT A CAR SYSTEM, INC., its successors and assigns, Rent A Car Division (hereinafter referred to as "Employer" or "COMPANY") and the GARAGE EMPLOYEES Union, LOCAL 272, affiliated with the International Brotherhood of Teamsters, (hereinafter referred to as the "Union").

ARTICLE 1

Recognition

Section 1

The Employer recognizes the Union as the exclusive bargaining agent for all Service Agents, Tiremen, Tow Truck Operators, Bus Drivers and Lead Agents in the employ of the Employer in New York City and Nassau and Suffolk Counties in New York; including La Guardia Airport, JFK Airport and MacArthur Airport, excluding all other employees such as administrative, office clerical, rental agents, mechanics, supervisors, foremen and others. Lead Agents and Bus Drivers shall be selected and retained in their positions at the discretion of the Employer.

Section 2

The Employer agrees to meet with and bargain with the accredited representatives of the Union on all matters pertaining to rates of pay, wages, hours of employment and working conditions.

Section 3

Persons in excluded occupations may not be permitted to perform work covered by this Agreement except in case of emergency or unavailability of the employee scheduled to perform work.

ARTICLE 2

Union Security

Section 1

All present employees covered by this Agreement who are members of the Union, as a condition of continued employment, shall maintain such membership in good standing in the Union. All present employees who are not members of the Union shall be required, as a condition of continued employment, to become and remain members in good standing

in the Union on or after the thirtieth (30th) day following the execution of this agreement or its effective date or their date of employment, whichever is later. All employees thereafter hired shall be required, as a condition of continued employment, to join and become members of the Union on or after the thirtieth (30th) day of their hiring, and to maintain membership in good standing in the Union. "Good standing", for the purpose of the Agreement, shall mean the payment or tender of periodic dues and initiation fees uniformly required by the Union.

Section 2

The failure of any employee to become a member of the Union at the required time shall obligate the Employer, upon written notice from the Union to such effect and to the further effect that Union membership was available to such person on the same terms and conditions generally available to other members, forthwith to discharge such person. Further, the failure of any person to maintain his Union membership in good standing for failure to pay Union dues as required herein shall, upon written notice to the Employer by the Union to such effect, obligate the Employer to, and it shall, forthwith, discharge such person.

Section 3

The Employer will post and agree to keep posted a copy of this Agreement in the location best suited to permit any of its employees to examine and read the same.

Section 4

In the event the Employer assumes the operation or management of a parking garage not covered by a Union contract, then all of the terms, conditions and provisions of this Agreement shall be applicable to all of the employees in said garage.

ARTICLE 3

Safety and Security

Section 1

The Employer shall supply and maintain all equipment necessary to the operation of its business or the performance by the employees of their functions therein.

Section 2

All motor vehicles supplied by the Employer for use by the employees in the performance of their duties or on the public streets and highways shall be covered by such insurance as is required by applicable law of the State of New York or rules of the New York State Motor Vehicle Bureau.

Section 3

No employee shall be required to work under hazardous conditions or operate a motor vehicle or use equipment which would be hazardous.

Section 4

The Employer shall, at its own cost and expense, furnish all uniforms needed or required by the employees in the performance of their duties. Pursuant to the new uniform program, Employees shall receive a monthly allowance of thirty-five dollars (\$35.00) to assist in laundering uniforms. During the transition to the new uniform program, the Employer shall maintain the current services for Employees covered by the Agreement until the program is fully implemented. Once this is completed, all further services shall cease. The Employer will furnish rain gear, rain boots and parkas where required of the Employer. Employees shall be responsible for the return of all uniforms and clothing issued to them under the terms of this Section. When employees leave the Company, they must return all uniform clothing prior to their final paycheck being issued.

Section 5

The Employer shall indemnify each employee and defend all litigation against an employee and hold him harmless from any financial loss including the cost of legal services sustained by him by reason of any claim or suit instituted against him arising from any act or omission during the course of his employment in connection with the care, maintenance, operation or protection of the property of the Employer or any property entrusted to the employee or within his possession or control. The within indemnification against financial loss, including the cost of legal services, shall not be effective if an employee shall have been adjudged to have been guilty of gross negligence.

Section 6

The Employer shall issue to all regular employees an identification card. Said card must not be used by any other person. Upon request or upon termination of employment, this card must be returned to the Employer.

Section 7

When the Employer has sufficient control over the facilities, garage or terminals, the Employer must provide sanitary conditions for employees covered by this Agreement. Specifically, the Employer must furnish toilet facilities, hot and cold running water, soap, locker facilities and a place in which the employees can change their clothing.

ARTICLE 4

New Employees

Section 1

New employees covered by this Agreement shall be hired by the Employer through a hiring hall which the Union shall operate on a non-discriminatory basis.

Section 2

Selection of applicants for referral to jobs shall not be based on, or in any way be affected by, Union membership, By-Laws, rules, regulations, constitutional provisions, or any other aspect of obligation of Union membership, policies or requirements.

Section 3

The Employer retains the right to reject or dismiss, within the probationary period, any job applicant referred by the Hiring Hall. However, in the event of such rejection, the Employer shall notify the Hiring Hall and set forth its reasons for such rejection. The Hiring Hall shall then refer another job applicant to the Employer. If the second applicant is unacceptable to the Employer, the Employer shall have the right to secure an employee from any other source.

ARTICLE 5

Union Representatives and Unauthorized Actions

Section 1

Only a duly authorized officer, official or Business Representative of the Union may instruct employees in the proper method of compliance with, or shall interpret for such employees, the terms of this Agreement.

Section 2

Employees of the Employer have no authority to settle grievances, take strike action or any other action which shall interrupt the Employer's business, except as authorized by official action of the Union.

Section 3

The Employer recognizes these limitations and shall not hold the Union liable for an unauthorized act. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event any employee has taken unauthorized strike action or employed a slowdown or work stoppage in violation of this Agreement.

Section 4

A duly authorized officer or Business Representative of the Union and his automobile shall be permitted to enter the premises of the Employer during all working hours for the purpose of adjusting complaints, ascertaining whether safety standards are maintained or ascertaining whether the terms and conditions of this Agreement are being observed provided, however, that such visits do not interfere with the business of the Employer.

ARTICLE 6

Dues Check- Off

Section 1

The Employer shall, on or about the first of each month, deduct from the wages of each employee covered by this Agreement, the monthly Union dues thereof and forward such deductions, by mail, to the office of the Union. The Employer shall attach with such deductions the names of the employees and their ledger numbers provided that the Employer has received from each employee, on whose account such deductions were made, a written assignment which shall not be irrevocable for a period of more than one (1) year or beyond the termination date of this Agreement, whichever occurs sooner. It shall be a violation of this Agreement to make such deductions and payments on behalf of any employee not actually employed by the Employer.

Section 2

If the employee shall be on a paid vacation leave during the regular monthly dues check off period, the Employer shall deduct the monthly dues for such employee immediately before or after such period and forward same to the Union office.

ARTICLE 7

Seniority

Section 1

New employees covered by this Agreement shall, during the first ninety (90) days of their employment, be considered to be probationary employees and, therefore, within said period may be discharged at the sole discretion and judgment of the Employer, with or without cause. At the end of the probationary period, said employees' seniority shall begin from the first date of employment.

Section 2

Seniority shall mean employment beginning from the date of the most recent hiring of any employee and shall prevail only with respect to job classification.

Section 3

Seniority shall accrue in the case of leave of absences of twelve (12) months or less as a result of on-the-job injury and in the case of layoffs where such layoff is twelve (12) months or less. Seniority shall accrue during periods of illness or authorized leave of absence not to exceed ninety (90) days.

Section 4

The selection of employees for promotion and transfer shall be based upon the efficiency and ability of the employee and the length of service of the employee with the Employer. Whenever all other factors are relatively equal, seniority shall govern. Layoff and recall shall be based on seniority.

Section 5

Shift preference bids will be conducted by District and will be upon the basis of District seniority. The Districts are:

- | | |
|----------------------|----------------------|
| 1. JFK Airport | 4. Long Island |
| 2. LaGuardia Airport | 5. Brooklyn - Queens |
| 3. Manhattan | 6. Bronx |

An employee who requests a transfer or is transferred to another District because of layoffs (bumping, filling available openings and etc.) will have his seniority date in the new District from date of transfer. In the event of layoff where this employee is affected, he shall be given the opportunity to fill available openings in any other district. In the event there are no available openings, he shall be given the opportunity to exercise his total Company seniority against the least senior employee in all of the Districts. His

seniority date in the new District will be the date of transfer into this new District. The Employer will observe shift preference according to seniority and, so far as is practicable, will observe Company seniority in assignment of vacation periods. Exercise of shift preference and the assignment of vacation periods by the seniority method shall not be permitted to interfere with the efficiency of operations. Employer will give one (1) weeks' notice of change of shift except in emergency by absenteeism.

Section 6

Whenever a reduction in work force becomes necessary, the Employer will notify employees who are to be laid off one (1) week before the layoff is to become effective or pay one (1) week's wages in lieu of notice. The Union will be notified of layoffs. Employees will be recalled to work in line with their seniority, prior to new employees being hired.

Section 7

An employee shall lose his seniority and his name shall be removed from the seniority list for any of the following reasons:

- a) If he quits the Employer,
- b) If he is discharged for just cause,
- c) If he is absent for three (3) consecutive work days without notifying his immediate supervisor and the Union (unless he presents a reasonable excuse),
- d) If, when notified to return to work or when recalled to work after a layoff, he fails to return to work within three (3) calendar days after due notice to return and fails to give a satisfactory reason for such failure to return to work,
- e) If he fails to report for work at the expiration of leave of absence, unless an extension of the same shall have been granted by the Employer and the Union,
- f) If he engages in gainful employment during a leave of absence, unless the leave of absence was specifically granted for such purpose,
- g) If he is laid off for a continuous period in excess of one (1) year.

In any of the foregoing cases, the employee's service with the Employer shall be considered terminated and any further employment with the Employer shall be on the basis of a rehiring. In this case, the employee's seniority shall, after sixty (60) days of satisfactory service, date from such rehiring date.

Section 8

All job openings by job classification and shift picks shall be posted for bid within a location. (Location for the purpose of this Article shall mean each business location in Manhattan, LaGuardia Airport, Kennedy Airport, individual business locations in Long Island, Maspeth, Brooklyn-Queens, and the Bronx. The most senior qualified employee in the job classification bidding at the location shall be awarded the vacancy. In the event that there is no bidder, the Employer will contact the Union as set forth in Article 4 of this Agreement.

Section 9

All employees classified as Bus Drivers shall have total Company seniority as Bus Drivers. Employees, classified as Bus Drivers shall have the right, at time of layoff from and recall to the Bus Drivers classification, to exercise their total Company seniority as Service Agents by first filling available openings and then by exercising their seniority in bumping the least senior employee in the District. The Company retains the sole right to judge the abilities and qualifications of all applicants (both internal and external) for Bus Driver positions.

ARTICLE 8

Military Wages

In the event that an employee covered by this Agreement is called to active military service in the Armed Forces of the United States, such employee shall be considered on leave of absence during the period of such service and shall be entitled to all rights of re-employment, preservation of status and other benefits as provided by the Selective Service Act of 1948, as amended.

ARTICLE 9

Wages

The wage scale agreed upon is attached hereto, marked "APPENDIX A" and made a part hereof

ARTICLE 10

Hours and Overtime

Section 1

It is understood and agreed that, because of the unusual nature of the Employer's business, the operation shall be on a seven (7) day a week basis. It is further understood and agreed that the Employer shall have the right to establish the various shifts, whether it be day, night or Sunday, in order to cover all phases of its business.

Section 2

The work week shall be five (5) consecutive days. A day's work shall consist of eight (8) consecutive hours exclusive of meal periods.

Overtime at the rate of time and one-half (1 1/2) of the regular rate shall be paid for all hours worked in excess of eight (8) hours daily. In the event that any employee shall be required to work more than five (5) days in any work week, he shall be compensated as follows:

- a) At the rate of time and one-half (1 1/2) for the sixth (6th) day.
- b) At the rate of double time and one-half (2 1/2) for the seventh (7th) consecutive day worked except where it is caused by a shift change requested or bid by an employee.

Section 3

In the event of overtime, the Company will first offer the overtime by seniority on a voluntary basis to employees on the preceding shift. In the event there are no volunteers, the overtime will be assigned to the least senior employee on the preceding shift who must then work the overtime. No employee will be required to work overtime more than one time during his/her work week. Notwithstanding the above, the Company may offer overtime to any employee on a seniority basis.

ARTICLE 11

Employee Security

Section 1

Employees shall not be held responsible for any of the Employer's vehicles not properly equipped to comply with the New York State Motor Vehicle laws and shall be compensated for any fines and time lost if summoned to court, etc., because of the same.

Section 2

Any employee required to appear in court at the request of the Employer or at the summons of the National Labor Relations Board or New York State Labor Relations Board by request of the Employer shall be paid for such time by the Employer. If the proceeding does not extend the full day, the employee shall return to work if scheduled. If said appearance occurs on a non-scheduled day, the employee shall receive a full day's pay.

ARTICLE 12

Vacations

Section 1

A) Employees hired prior to November 26, 1986 shall receive vacations as follows:

- An employee employed continuously for one (1) year shall receive one (1) weeks' vacation with pay.
- An employee employed continuously for two (2) years or more shall receive, annually, two (2) weeks' vacation with pay.
- An employee who is continuously employed for three (3) years or more shall receive, annually, three (3) weeks' vacation with pay.
- An employee employed continuously for eight (8) years or more shall receive annually, four (4) weeks' vacation with pay.

B) Employees hired after November 25, 1986 shall receive vacations as follows:

- | | |
|-----------|------------------------------------|
| • 5 days | after one (1) year of employment |
| • 10 days | after two (2) years of employment |
| • 15 days | after five (5) years of employment |
| • 20 days | after ten (10) years of employment |

- C) An employee employed continuously for thirty (30) years or more shall receive annually, five (5) weeks' vacation with pay, effective November 3, 2004.

Section 2

Each vacation period shall be deemed to have been earned by the employee at the end of the twelfth (12th) consecutive month of service toward the particular vacation period, as the case may be.

Section 3

Except as otherwise permitted by the Union in writing, vacations shall be scheduled at the option of the Employer during the period commencing May 1st and ending October 31st during each year. All schedules shall be fixed and posted on the premises of the Employer not later than April 1st of each year. Schedules of vacation shall be fixed by the Employer in accordance with the seniority of the employees and consistent with the efficient operation of the business.

Section 4

Should any differences arise among the employees concerning vacation periods, employees having the most Company seniority shall have the preference in the selection of the week or the weeks desired at the time the vacation bid occurs.

Section 5

No employee shall be deprived of any vacation benefit because of absence for a period not exceeding three (3) months during any one (1) year caused by sickness or disability during employment. Approved absences in excess of three (3) months will result in the employee's vacation being pro-rated.

Section 6

Vacation pay shall be paid at the regular weekly rate of pay of a particular employee. If an employee desires to have vacation pay prior to going on vacation, it will not be paid until the payroll period just prior to the scheduled vacation.

Section 7

Upon the death of an employee or the termination of an employee for any reason, the employee's estate or the employee, respectively, shall receive all accrued vacation pay due him on a pro-rata basis.

Section 8

Vacations must be taken and the Employer shall not make, and no employee shall accept, payment in lieu thereof.

Section 9

The third (3rd) and fourth (4th) vacation weeks shall be taken during the winter season and selected, with the Employer's consent, prior to September 30th of each year.

ARTICLE 13

Holidays

Section 1

- A) Employees hired prior to November 26, 1986, the following shall be paid holidays:
New Year's Day, Martin Luther King's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Thanksgiving Day, Day After Thanksgiving Day, Christmas Day, Lincoln's Birthday, Employee's Birthday, Veteran's Day, and either Yom Kippur or Good Friday. The employee shall signify which of the last two (2) days is selected.
- B) Employees hired on or after November 26, 1986:
During the employee's first year of employment, the following shall be paid holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day.
During the employee's second year of employment, the following will be added:
Employee's Birthday, one (1) Personal Holiday and Martin Luther King's birthday in addition to all of the other named holidays and personal leave days provided in the agreement.
During their third year of employment, the following will also be added to their holiday schedule: three (3) Personal Holidays.

Section 2

To be eligible for holiday pay, an employee must work on the work day which he/she is scheduled to work immediately before and after the holiday. An eligible employee shall receive full pay for a holiday regardless of whether the holiday falls on the employee's day off. Holiday payments will not be made to employees who are scheduled to work on a holiday and who fail to report to work. An employee who is ill for three (3) consecutive days immediately before and/or after the holiday who otherwise complies with the provisions of this Section shall receive his/her holiday pay provided he/she furnishes the Employer with a doctor's certificate for proof of illness.

Section 3

If an employee's birthday falls on another paid holiday provided for herein, the employee shall receive pay for the two (2) holidays.

Section 4

Any employee ordered to work on a holiday shall work and shall be paid at the rate of time and one-half (1 1/2) for all hours worked plus the holiday pay.

ARTICLE 14

Sick Leave

Section 1

All employees hired prior to November 26, 1986 shall be entitled to ten (10) days of sick leave per year. At the end of each year an employee may, at his/her option, receive one (1) day's pay for each unused day of sick leave or permit it to accumulate up to a maximum of ten days.

Section 2

Employees hired on or after November 26, 1986 shall be entitled to four (4) sick leave days per year. Employees hired on or after November 26, 1986, during their third year of employment and each succeeding year of employment, will be entitled to eight (8) days of sick leave per year effective November 3, 2004. At the end of each year an employee may, at his/her option, receive one (1) day's pay for each unused day of sick leave or permit it to accumulate up to a maximum of ten (10) days.

Section 3

For any unused sick leave over ten (10) days remaining at the end of each year, an employee will be reimbursed on the basis of one (1) day's pay for each day not taken. The Employer shall have the right to require a doctor's certificate for proof of illness.

Section 4

If an employee is laid off, he/she shall be entitled to sick leave on a pro-rata basis.

Section 5

An employee who becomes disabled by reason of illness or accident and who absents himself from work thereby for a period of no more than three (3) months shall, upon recovery, be entitled to reinstatement by the Employer without loss of seniority.

Section 6

In order to be paid for sick leave days, an employee must follow the Employer's procedure for the reporting of absences by calling in a minimum of two (2) hours before his/her starting time.

Section 7

Appropriate leaves of absence will be covered in accordance with the Family Medical Leave Act as amended.

ARTICLE 15

Jury Duty

To all employees who are summoned for jury duty, the Employer will pay the difference between the employee's minimum hourly rate of pay and the amount of his/her jury pay for all time lost from regular work hours by reason of jury duty for a forty-five (45) day period each year. Employees shall return to work promptly after being released from jury examination or service. The voucher for any pay received by employees because of jury service must be presented to the Employer so as to be used in computing the correct pay due the employee by reason of the jury service.

ARTICLE 16

Bereavement Pay

An employee shall receive up to three (3) days of bereavement benefit leave with pay provided death occurs in the employee's immediate family and the bereavement occurs during the employee's scheduled work week. The term "immediate family" shall be defined as the employee's current spouse, legal domestic partner, children (including adopted or step), parents, brother or sister, current mother-in-law and current father-in-law.

ARTICLE 17

Job Classifications and Duties

Section 1 Service Agents

The duties of Service Agents shall be to perform work required of them by the Employer, with the bargaining unit, during their working hours in the operation and conduct of the Employer's business. These duties shall include but not be limited to:

changing of wheels, servicing, washing and parking of cars. Service Agents may also be required to pick up parts and supplies, pick up and deliver cars and make service calls when business needs require.

Section 2 Tire persons

The duties of Tire persons shall be to perform the work required of them by the Employer, within the bargaining unit, during their working hours, in the operation and conduct of the Employer's business. These duties shall include but not be limited to: greasing of automobiles, changing oil, mounting and servicing of tires and snow tires and snow chains.

Section 3 Bus Drivers

The duties of Bus Drivers shall be to perform the work required of them by the Employer, within the bargaining unit, in the operation and conduct of the Employer's business. These duties shall include but not be limited to: driving, servicing and cleaning of buses used to transport individuals to and from specified points.

ARTICLE 18

Discharge of Suspension

Section 1

There are some uniform standards of conduct of employees which must be maintained. The employees shall endeavor to maintain a neat and clean appearance and shall be courteous to the public at all times.

Section 2

The Employer will not discharge or suspend any employee without just cause. In the event an employee receives a warning notice regarding a complaint against him/her, he/she shall be terminated if another complaint is lodged against him/her within a period of twelve (12) months from the date of the first complaint. The two (2) complaints do not have to be for the same infraction, but must be for just cause. A copy of the written complaint or discharge must be furnished to the employee and Union.

The following violations, although not inclusive, are cause for immediate discharge:

1. Dishonesty
2. Being under the influence of or selling intoxicating beverages or narcotics while on duty.
3. Failure to immediately report any accident which has resulted in personal injury or property damage.

4. Permitting unauthorized persons to ride in Employer's vehicles.
5. Failure to carry out reasonable instructions that do not conflict with the terms of their agreement.
6. Willful destruction of the Employer's property, public property, or the property of fellow employees.
7. Absence for three (3) or more days without notifying the Employer.
8. Theft.
9. Reckless or negligent driving of any of the Employer's vehicles.
10. Becoming involved in a serious motor vehicle accident while operating the Employer's vehicle as a result of negligence or recklessness.

Section 3

The discharged employee must notify the Union in writing within five (5) days after such discharge of his/her desire to appeal under the grievance procedure. Notice of appeal from discharge must be made to the Employer and the Union in writing within seven (7) days from the date of notice of discharge. The right of appeal by a discharged employee shall be deemed waived conclusively if such appeal is not sought within seven (7) days after notice of discharge.

Section 4

Should it be determined that a discharge was not warranted, such discharged or suspended employee shall be fully reinstated in his position and compensated at his/her usual rate of pay for lost work or opportunity. If the Union and the Employer are unable to agree as to the settlement of the question, then it may be referred to the grievance machinery as set forth in Article 20 hereof within seven (7) days after the above notice of appeal is given to the Employer and the Union.

Section 5

An employee who is going to be absent must notify the Company at least two (2) hours prior to the start of his/her shift.

ARTICLE 19

Strikes and Prohibitions

Section 1

The discharged employee must notify the Union in writing within five (5) days after such discharge of his/her desire to appeal under the grievance procedure. Notice of appeal from discharge must be made to the Employer and the Union in writing within seven (7) days from the date of notice of discharge. The right of appeal by a discharged employee shall be deemed waived conclusively if such appeal is not sought within seven (7) days after notice of discharge.

Section 2

It shall neither be a violation of this Agreement nor a cause for disciplinary action for an employee to refuse to enter upon any property involved in a lawful and primary labor dispute or to refuse to go through or work behind any lawful and primary picket line. This includes the picket line of the Union party to this Agreement, and Unions affiliated with it in the same International Union, and picket lines at the Employer's place or places of business.

Section 3

The Employer shall not require that an employee or applicant for employment from the Hiring Hall take a polygraph or any other form of lie detector test.

ARTICLE 20

Grievance Procedure and Arbitration

Section 1

Should any employee have a grievance, he/she shall notify the Union in writing within two (2) days after the occurrence of such grievance. Within seven (7) days thereafter, the Union shall notify the Station Manager of the Employer in writing of the alleged grievance.

Section 2

If the grievance is not settled with the Station Manager within seven (7) days after its presentment to him/her, the Employer, through its District Manager, shall discuss it with the Union at a meeting arranged for that purpose at a time mutually agreed upon. The Employer and the Union Representative shall have ten (10) days within which to settle the grievance after its referral to them.

Section 3

Any dispute, difference, controversy or grievance which cannot be mutually settled under the grievance procedure within ten (10) days after the expiration of the time heretofore provided for such settlement and which arises solely out of the interpretation or application of a specific clause or clauses to this Agreement or a complaint relating to the discharge or suspension of an employee shall be submitted to arbitration. The parties may mutually agree on an arbitrator. In the event the parties are unable to mutually agree, the parties will proceed to select an arbitrator pursuant to the rules of the Federal Mediation and Conciliation Service, and select from a panel of seven (7) arbitrators, who are members of the National Academy of Arbitrators.

Section 4

The arbitrator, insofar as shall be necessary to the determination of a dispute submitted to him in accordance with the provisions of this Article, shall have the authority to interpret and apply the provisions of this Agreement, but he shall not have the authority to alter, add to, or supplement in any way any of such provisions, nor may his award be in conflict with any of the provisions of this Agreement.

Section 5

The fees payable to the arbitrator for the arbitration proceedings shall be borne equally by the Employer and the Union.

Section 6

The Employer and the Union further agree that there shall be no slowdown, strike, suspension of work or lockout when disputes and grievances arise and while they are in the process of adjustment or arbitration under the provisions of this Article.

ARTICLE 21

Welfare Benefits

Section 1

The parties shall maintain and continue the Welfare and Insurance Plan for the benefit of the employees, which Plan shall be operated and supervised by a Board of Trustees composed of an equal number of representatives of the Board of Trade and of the Union, all in accordance with the Amended Agreement and Declaration of Trust of the Local 272 Welfare Fund, dated October 22, 1964, as presently constituted or as the same may be hereafter amended.

Section 2

The Company's hourly contribution to the Union's Medical Plan is limited to one dollar and forty-eight cents (\$1.48) per hour as long as the employee's contribution is at least ten cents (\$0.10) per hour (pre-tax). Effective November 3, 2013, the Company's hourly contribution to the Union's Medical Plan is limited to one dollar and fifty-three cents (\$1.53) per hour. Effective November 3, 2014, the Company's hourly contribution to the Union's Medical Plan is limited to one dollar and fifty-eight cents (\$1.58) per hour. Effective November 3, 2015, the Company's hourly contribution to the Union's Medical Plan is limited to one dollar and sixty-three cents (\$1.63) per hour. Effective November 3, 2016, the Company's hourly contribution to the Union's Medical Plan is limited to one dollar and sixty-eight cents (\$1.68) per hour. Any additional amounts necessary to fund the Medical Plan will be borne by the employees through payroll deductions and forwarded to the Union by the Employer in its monthly contribution check. Such employee contributions shall be on a pre-tax basis as provided for by IRS ruling 125.

It is noted that the above referenced to Company and employee payments to the Union's Medical Plans are based upon straight time hours for which an employee is required to be paid by the terms hereof, which hours shall include, where applicable, straight time, holidays, vacation and sick leave. In no case will the payment exceed forty (40) hours per week.

Section 3

No benefits presently or hereafter given employees under such Plan shall be reduced during the term of this Agreement. In the event other or additional benefits or services are required by law to be given by Employer to employees, the same shall be added to those already given under the Plan. Moreover, in the event the aforesaid hourly payments shall not be sufficient to pay therefore, the rate of payment by the Employer

shall be increased to accommodate the cost of such required other or additional benefits or services.

Section 4

All payments shall be made monthly on the first of each month for each eligible employee, and the Employer shall furnish the Trustees of the Plan, on the first of each month, with a written statement which shall include an enrollment card for all new employees and a list of all employees whose employment terminated during the preceding month.

Section 5

In the event the Employer fails to make such reports with the required payments within ten (10) days after the first of each month it shall be considered in default on the eleventh (11th) day of said month.

Section 6

The Employer shall make available to the Trustees of the Plan, or their duly authorized agents, such payrolls and other records of the Employer as may be pertinent or helpful to the carrying on by the Trustees of their duties. In the event an audit of such payrolls, or other records of the Employer, reveals a deficiency or default in payment, the Employer shall bear the cost of such audit in such reasonable amount as the Trustees may determine.

Section 7

In the event of the institution against the Employer in default of a lawsuit or arbitration or other proceeding to recover any amount due under the terms hereof, wherein it is determined by settlement or decision or judgment or otherwise that such an amount was due and unpaid, in addition to such amount so determined the Employer shall be liable for and pay an additional sum equal to the reasonable value of services employed for instituting, maintaining and/or concluding such proceeding, not to exceed in any case twenty percent (20%) of the amount so determined to be due.

ARTICLE 22

Pension and Retirement Plan

Section 1

The parties shall maintain and continue the Labor Management Pension Plan for the benefit of employees. Said Plan shall be operated and supervised by a Board of Trustees composed of an equal number of representatives of the Board of Trade and the Union, all in accordance with the Local 272 Labor-Management Pension Plan, as presently constituted or as the same may be hereafter amended.

Section 2

Effective November 3, 2010, the Employer shall pay to such Plan a sum equal to one dollar and ninety cents (\$1.90) for each hour for which an employee is required to be paid by the terms hereof, which hours shall include, where applicable, straight time, holidays, vacation and sick leave. Effective November 3, 2011, the sum will be increased to one dollar and ninety-five cents (\$1.95) per hour and, effective November 3, 2012, the sum will be increased to two dollars (\$2.00) per hour. Effective November 3, 2013, the Employer shall pay to such Plan a sum will be increased to two dollars and ten cents (\$2.10) per hour. Effective November 3, 2014, the sum will be increased to two dollars and fifteen cents (\$2.15) per hour. Effective November 3, 2015, the sum will be increased to two dollars and twenty cents (\$2.20) per hour. In no case will the payment exceed forty (40) hours per week.

Section 3

All payments shall be made monthly on the first of each month for each eligible employee, and the Employer shall furnish the Trustees of the Plan, on the first of each month with a written statement which shall include an enrollment card for all new employees and a list of all employees whose employment terminated during the preceding month.

Section 4

In the event the Employer fails to make such a report with the required payments within ten (10) days after the first of each month, it shall be considered in default on the eleventh (11th) day of said month.

Section 5

The Employer shall make available to the Trustees of the Plan, or their duly authorized agents, such payrolls and other records of the Employer as may be pertinent or helpful to the carrying on by the Trustees of their duties. In the event an audit of such payrolls or other records of the Employer reveals a deficiency or default in payment, the Employer shall bear the cost of such audit in such reasonable amount as the Trustees may determine.

Section 6

In the event of the institution against the Employer in default of a lawsuit or arbitration or other proceeding to recover an amount due under the terms hereof, wherein it is determined by settlement or decision or judgment or otherwise that such amount was due and unpaid, in addition to such amount so determined, the Employer shall be liable for and pay an additional sum equal to the reasonable value of the services employed for instituting, maintaining and/or concluding such proceeding, not to exceed in any case twenty percent (20%) of the amount so determined to be due.

ARTICLE 23

Management

The management and operation of the stations rest solely and exclusively with the Employer. The Employer shall have, subject to the limitations of this Agreement, the right to hire, promote, demote, assign work, discipline, suspend, discharge for cause, transfer employees, lay off employees because of lack of work, and recall employees when increasing the working forces; to direct the working force, to require employees to observe the Employer's rules and regulations consistent with the provisions of this Agreement, to control and regulate the use of all equipment and other property of the Employer. In addition, the location of facilities, the schedules, methods, processes and means of operations are solely and exclusively the responsibility of the Employer.

ARTICLE 24

Shop Stewards

The Employer recognizes the right of the Union to designate Job Stewards and Alternates from the Employer's seniority list. The Union shall have the right to select two (2) Union Stewards for each station. For the purposes of this Article, there shall be four (4) stations: Manhattan, LaGuardia Airport, Kennedy Airport and the remainder of the geographical area included in this contract. The authority of Job Stewards and Alternates so designated by the Union shall be limited to and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances to his Employer or the designated Company representative in accordance with the provisions of the collective bargaining agreement;
2. The transmission of such messages and information which shall originate with, and are authorized by, the Local Union or its officers provided such messages and information:
 - a) Have been reduced to writing, or
 - b) If not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Employer's business provided, however, that the activities referred to in No. 1 and 2 shall not be performed in such fashion as to unreasonably conflict with the Steward's work duties. Any dispute as to whether or not such activities have been performed in a manner so as to unreasonably conflict with the Steward's work duties shall be submitted to the grievance procedure.
3. Job Stewards and Alternates have no authority to take strike action, or any other action interrupting the Employer's business, except as authorized in writing by official action of the Union.
4. The Employer, in so recognizing such limitations, shall have the authority to impose proper discipline, including discharge, in the event the Shop Steward has taken an unauthorized strike action, slowdown, or work stoppage in violation of this Agreement.

5. Stewards shall be granted super-seniority for purposes of layoff in their respective unit or location of employment.

ARTICLE 25

General

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in the Agreement, or with respect to any subject or matter not referred to specifically or not covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 26

Lunch Period

All employees will be entitled to an unpaid meal period of thirty (30) minutes each day to be taken on the employees' time as specified by the Employer. Employees are required to clock in and out for such period. The Company will attempt to schedule meal periods as close to the middle of the work shifts as is practical. A ten (10) minute break will be allowed during the first and second half of an employee's shift. Such breaks must have the prior approval or scheduling of Management.

ARTICLE 27

Legality and Separability

If any Article or Section of this Agreement or any Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and of any Rider thereto, or the application of such Article or Section to persons or circumstances

other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

ARTICLE 28

Non-Discrimination

The Employer and the Union agree that neither will discriminate either directly or indirectly nor will they permit any of their agents or members or representatives to discriminate either directly or indirectly against any employee by reason of national origin, race, creed, color, age, sex, veteran status, handicap, sexual orientation or membership or activity in the Union.

ARTICLE 29

Valid Driver's License

Employees must have a valid driver's license (bus drivers will be required to have the license required by the State) continuously in effect, which permits them to drive in the State of New York. This is a condition of continuing employment, except where the loss of an employee's driver's license is due solely to a defective Company vehicle. Employees who have had their driver's license either revoked or suspended will be continued in their employment if they receive a temporary restricted driver's license issued by the State of New York within thirty (30) days. Employees must immediately notify the Company when they have had their driver's license revoked, suspended or restricted.

ARTICLE 30

Part- Timers

- 1) Must join Union.
- 2) Will not be employed if full-time employees are on layoff.
- 3) Will work in shifts of eight (8) hours - up to a maximum of twenty-four (24) hours per week.
- 4) The Union, as is the case of the hiring of full-time employees, will be given equal opportunity to provide employees.
- 5) Health & Welfare/Pension payments will be paid for hours worked, unless payments are already being made for the employee by an Employer with a labor contract with Local 272. Vacation on a pro-rata basis will be granted to employee(s) who have been employed by the Company after one (1) year of employment.

ARTICLE 31

Seasonal Workers

- 1) Will be employed up to periods of ninety (90) days during the dates of May 1st and September 15th, based upon the business needs of the Employer. Said ninety (90) day period will be considered as a probationary period, wherein the individual will make the required monthly dues payments to the Union.
- 2) Work schedules will be eight (8) hours a day - five (5) days a week.
- 3) Such individuals will be paid the start rate in effect for the job classifications, but will not be entitled to any of the fringe benefit provisions. Such individuals will be covered under the Employer's Workers Compensation Insurance.
- 4) Will be assigned to open shifts after seniority employees have selected shifts that have become vacant or were established during the seasonal period.

ARTICLE 32

Avis Voluntary Investment Savings Plan for Bargaining Unit Employees (401k)

The Employer will make available on a voluntary basis to eligible employees its Avis Voluntary Investment Savings Plan for Bargaining Unit Employees.


This plan is solely authored by the Employer who is held free to add to, delete from or discontinue this plan in its entirety.

ARTICLE 33

Duration

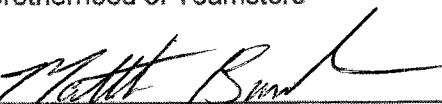
THIS AGREEMENT shall become effective as of November 3, 2013 and shall continue in full force and effect through November 2, 2017 and from year to year thereafter subject to modification or termination on sixty (60) days written notice by either party prior to the expiration date or any subsequent anniversary date.

AVIS RENT A CAR SYSTEMS, LLC


By: 
Eric Pollack,
Director, Labor Relations

Date: 12/20/13

GARAGE EMPLOYEES UNION, LOCAL
272, Affiliated with the International
Brotherhood of Teamsters

By: 
Matthew Bruccoleri,
Secretary- Treasurer/ Business Mgr

Date: 12/13/13

By: 
Fred Alston,
President/Business Agent

Date: Dec. 13, 2013

APPENDIX "A"

1. A. Service Agents, Lead Service Agents, Tire Persons and Tow Truck Operators hired prior to November 3, 2013 and such employees with at least one (1) year of service as of November 3, 2013 shall receive the following:

<u>11/3/13</u>	<u>11/3/14</u>	<u>11/3/15</u>	<u>11/3/16</u>
\$0.55	\$0.55	\$0.55	\$0.55

- B. Service Agents, Tire Persons and Tow Truck Operators hired on or after November 3, 2013 and Service Agents with less than one (1) year of service as of November 3, 2013 shall receive the following minimum wage progression rates effective November 3, 2013:

Start	\$9.00
6 Months	\$9.20
1 Year	\$9.40

Note: For any contract year in which the employee would not receive a progression increase, he or she shall receive the contract increase listed in 1-A above.

2. A. Bus Drivers, Lead Bus Drivers hired prior to November 3, 2013 and such employees with at least one (1) year of service as of November 3, 2013 shall receive the following:

<u>11/3/13</u>	<u>11/3/14</u>	<u>11/3/15</u>	<u>11/3/16</u>
\$0.55	\$0.55	\$0.55	\$0.55

- B. Bus Drivers hired on or after November 2, 2013 with less than one year of service as of November 3, 2013 shall receive the following minimum wage rates effective November 3, 2013:

Start	\$10.65
6 Months	\$10.85
1 Year	\$11.10

Note: For any contract year in which the employee would not receive a

progression increase, he or she shall receive the contract increase listed in 1-A above.

3. Employees classified as Tire Persons shall be paid fifty cents (\$0.50) per hour above the respective Service Agent's hourly wage rate listed above in accordance with their employment date.
4. Employees classified as Tow Truck Operators shall be paid ninety cents (90¢) per hour above the wage scale for a Service Agent.
5. Lead Agent: Employees classified as Lead Agents shall receive one dollar and fifty cents (\$1.50) per hour in addition to the wage rates for their classification stated above. Lead Agents shall be appointed and retained in that classification at the sole discretion of the Employer and shall not be subject to the terms of Article 7, Section 4 of this Agreement.

The Union will be notified at the time the Employer appoints a Lead Agent. If a Lead Agent is reduced from the Lead Agent position (other than for termination for cause), he or she shall exercise his or her total seniority in the Service Agent classification by first filling available openings. In the event that there is no available opening, he or she shall displace the least Senior Service Agent if he or she has sufficient seniority to do so.

In the event the Employer closes a facility, the Lead Agent will have the opportunity to bump the least senior Lead Agent in the District.

6. Night Shift Differential: All employees covered by this Agreement shall receive an additional ten cents (10¢) per hour over and above their applicable rate of pay for all hours worked on a shift which starts after 10:00 P.M. and ends before 9:00 A.M. the following morning.

APPENDIX "B"

Four (4) Day – Ten (10) Hour Schedules

It is agreed that the Employer at its option, may establish work shifts consisting of four (4) days of ten (10) hours of scheduled work per day. The days off may be on the basis of either three (3) consecutive days off or two (2) consecutive days off, plus one (1) additional day. Overtime will not be paid for the ninth (9th) and tenth (10th) hours of said work schedule. The rate of time and one half shall be paid for all hours worked in excess of ten (10) hours in a day or forty (40) hours in a week.

The establishment of the four (4) day - ten (10) hour work week in no manner increases any benefit which may be contained in any other article or section of this agreement.

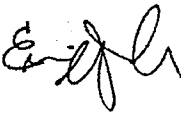
In the event this type of work schedule is established and it is found to be unacceptable to either party, said party may cancel the work shifts in question after notice has been given to the other party at the end of thirty (30) days.

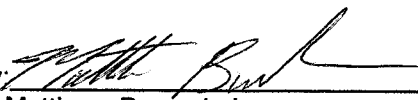
LETTER OF UNDERSTANDING

The parties agree that in the event of the installation of a substitute transportation system at any airport, i.e. Monorail, they will meet to discuss the effects it will have on the bus drivers.

AVIS RENT A CAR SYSTEMS, LLC


GARAGE EMPLOYEES UNION, LOCAL
272, affiliated with the International
Brotherhood of Teamsters


By: _____
Eric Pollack
Director, Labor Relations


By: _____
Matthew Bruccoleri,
Secretary-Treasurer/Business Manager

Date: 12/4/2013

Date: 12/13/13


By: _____
Fred Alston,
President/Business Agent

Date: Dec. 13, 2013