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AGREEMENT

Between

DOLLAR THRIFTY AUTOMOTIVE GROUP

DENVER INTERNATIONAL AIRPORT

Denver, Colorado

And

COMMUNICATIONS WORKERS OF AMERICA LOCAL 7777

Englewood, Colorado

Rental Sales Agents (RSA)

and Rental Sales Agent Leads

08/11/2017 through 08/10/2020



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Labor Agreement

This Agreement has been made and entered into on this date (contract ratification date) by Dollar Thrifty Automotive Group, (hereinafter referred to as the "Employer") located at 23520 E. 78th Avenue, Denver, CO 80249 and the Communication Workers of America (CWA), Local 7777 (hereinafter referred to as the "Union") for the employees represented by the Union located at the Denver International Airport.

ARTICLE 1 – RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to wages, hours of work, and other terms and conditions of employment for all full-time and regular part-time Dollar Thrifty Rental Sales Agents ("RSAs") and Rental Sales Agent Leads ("Leads") employed by the Employer at its Denver International Airport located in Denver, Colorado; excluding all clerks, clerk leads, courtesy bus drivers, courtesy bus driver leads, instant return representatives, lot attendants, bus mechanics, group leader mechanics, mechanics, utility mechanics, utility workers, security representatives, office clerical employees, confidential employees, administrative employees, professional employees, managers, guards and supervisors as defined by the National Labor Relations Act and all other employees.

Section 2. The Union agrees that its President or a person duly empowered to act on the President's behalf shall keep the Employer's General Manager of Operations currently advised, in writing, of the representatives of the Local Union who are authorized to deal with the Employer regarding employees in the bargaining unit.

ARTICLE 2 - UNION CHECK-OFF DUES

Section 1. Each employee employed on or before the effective date of this Agreement and covered by the terms and conditions of this Agreement shall, as a condition of continued employment, either become a member of the Union or pay or tender to the Union amounts which are the equivalent of periodic Union dues.

Section 2. Employees hired or transferring into the bargaining unit after the effective date of this Agreement shall on or before the thirtieth (30th) day of their employment, and as a condition of such employment, either become a member of the Union or pay or tender to the Union amounts which are the equivalent of periodic Union dues.

Section 3. Sections 1 and 2, above, shall be subject to any prohibitions or restrictions contained in the applicable state laws.

Section 4. The Employer agrees within ten (10) calendar days of date of hire to notify the Union VP of the name or names of all persons hired into the bargaining unit.

Section 5. The Employer agrees to make payroll deductions for Union dues or agency fees each payroll period, through payroll deductions from the employee's pay, upon receipt of a written authorization form signed by the employee and delivered by the Union to the Employer. The authorization shall continue in effect until canceled by written notice by the employee.

Section 6. The Employer agrees to promptly remit the amount so deducted to the designated representative of the Union on a monthly basis and to furnish the Union a list of employees for whom such deductions have been made and the amount of each deduction. The Employer shall bear the full cost of dues deductions as set forth in Section 5, except that the Union agrees to print the dues deduction authorization cards in a form approved by the Employer and the Union.

Section 7. The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the Employer with regard to the provisions of this Article.

Section 8. An employee's authorization shall be automatically suspended when an employee is: a) removed from the payroll of the Employer; b) transferred out of the bargaining unit; or c) on a leave of absence in excess of thirty (30) calendar days or longer. The authorization shall be reinstated automatically when and if the employee returns to the bargaining unit.

ARTICLE 3 - UNION ACCESS / VISITATION

Section 1. Upon mutual agreement between the Employer and the Union, the Union will be permitted to utilize the Employer's conference or breakroom at the Denver International Airport to meet with employees during their break periods. Such access shall be limited to the processing of grievances filed. Otherwise, Union access will be granted solely at the discretion of the Employer.

Section 2. The Employer agrees to install a Union provided bulletin board for the exclusive use of the Union. The bulletin board location shall be determined jointly by the Employer and the Union with due regard to visibility and accessibility to employees.

ARTICLE 4 - UNION REPRESENTATION

Section 1. The Employer recognizes the rights of the Union to designate job stewards. Job stewards have no authority to take strike action or any other action interrupting the Employer's business in violation of this Agreement. The Employer recognizes this limitation upon the authority of Job Stewards. The Job Steward shall be an employee of the Employer.

Section 2. At any meeting between a representative of the Employer and an employee in which discipline (including warnings which are to be recorded in the personnel file, suspension, demotion, or discharge for just cause) is to be announced, a Union representative may be present if the employee so requests.

Section 3. At any investigatory interview between a representative of the Employer and an employee, wherein the information obtained may be used as the basis for disciplinary action against the interviewed employee, a Union representative may be present if the employee so requests.

Section 4. Employees declining a Union representative will be required to sign a waiver of the union representative.

ARTICLE 5 - UNION ORIENTATION

The Employer and the Union agree that the Union will have the opportunity to meet with newly hired employees as part of the overall orientation process for the purpose of furnishing them with information about the Union. The Union's segment of this process will be limited to a maximum of thirty (30) minutes. The orientations will take place within the first ten (10) days of hire date; the date and time which shall be mutually agree to between the Employer and the Union. The Company will notify the Union of all new hires with consideration to this timeline.

ARTICLE 6 - PROBATIONARY PERIOD

Section 1. Newly hired employees shall be considered probationary for a period of three (3) months from their date of hire, excluding time lost for sickness and/or other leaves of absence. An additional thirty (30) day probation beyond the three (3) months may be granted, at the sole and exclusive discretion of the Employer. The Employer shall provide notice of its decision to extend an employee's initial probationary period to the Union Business Agent. During or at the end of the probationary period, the Employer may discipline, suspend, or discharge a probationary employee at will and such discipline, suspension or discharge shall not be subject to the parties' Grievance and Arbitration procedure. When the Employer rehires a former employee, the employee will be subject to a new three (3) month probationary period.

Section 2. Once newly hired employees successfully compete their probationary period they will begin to accrue paid time off benefits (i.e. vacation, sick, holiday pay) on a pro rata basis retroactive to their first day of hire. Employees resigning and/or terminated prior to successful completion of their probationary period will be deemed to have forfeited any paid time off benefits that would have otherwise accrued.

ARTICLE 7 - EMPLOYEE CLASSIFICATION

Section 1. The term "employee(s)" for the purposes of this Agreement shall refer only to employees of the Employer included within the bargaining unit.

Section 2. Regular full-time employees are those that are expected to continue employment for longer than twelve (12) months. A regular full-time employee shall be scheduled to work thirty (30) or more hours per week and has completed their probationary period.

Section 3. Regular part-time employees are those that are employed and normally scheduled to work less than thirty (30) hours per week and have completed their probationary period.

ARTICLE 8 - PART-TIME EMPLOYEES

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

All part-time employees will be paid holiday pay, vacation pay, and sick pay only in the amount equal to the average hours they would have been scheduled to work in that workweek. If part-time employees work on a holiday, they will be paid at time and one-half (1.5x) the employee's regular hourly rate of pay for the hours worked.

Section 2. Employees classified as part-time will still be considered part-time even though they are working a regular shift temporarily, not to exceed thirty (30) days.

Section 3. A regular full-time employee who transfers to part-time or is demoted to part-time status, will be considered part-time for lay-off purposes and for paid time off benefit eligibility.

Section 4. The Employer will determine the hours to be worked by part-time employees. A part-time employee need not be assigned five (5) consecutive work days, however, hours worked in excess of forty (40) hours in any one workweek will be paid at time and one-half (1.5x) the employees' regular hourly rate of pay.

Section 5. Part-time employees will be laid off in order of seniority prior to the layoff of 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. The layoff and recall procedures set forth in this Agreement shall apply to part-time employees as well.

ARTICLE 9 - HOURS OF WORK AND OVERTIME

Section 1. It is understood that because of the 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.

Section 2. Regular full-time employees shall be scheduled to work either five (5) days at eight (8) consecutive hours each day or four (4) days at ten (10) consecutive hours each day.

Section 3. A work schedule shall become fixed seven (7) calendar days before the beginning of the weekly schedule.

Section 4. An employee's shift is their scheduled or assigned hours of work. For scheduling and wage and hour purposes, all shifts shall be considered as falling within the calendar day on which the shift commences.

Section 5. Overtime shall be paid at one and one-half (1.5x) the employee's regular rate of pay, including shift premium, for all hours worked in excess of forty (40) hours in any one workweek.

Section 6. Where the Employer knows in advance of an overtime need, the Employer shall post for overtime. The Employer shall assign such overtime to the most senior employees volunteering for the overtime that are available to work the entire or majority of the overtime work required.

Section 7. Daily overtime will be offered first on a voluntary basis by seniority to those working on the shift in need of overtime and if an insufficient number of volunteers is received then the Employer may mandate in reverse seniority order by shift. The Employer shall maintain the right to award any voluntary overtime to the most senior employee that can work the entire overtime hours required, or the majority of the overtime required.

Section 8. If four (4) or more hours of overtime are to be worked, employees that are off duty shall be offered the work in order of seniority. If an insufficient number of volunteers is received, the Company will mandate overtime in reverse order of seniority by shift for those working.

Section 9. The Employer has the unilateral right to determine on what shifts there is an overtime need.

ARTICLE 10 - MEAL AND REST BREAKS

Section 1. Employees scheduled to work an eight (8) hour shift shall be provided with two (2) fifteen (15) minute paid rest breaks during the course of the workday. Such rest breaks shall be scheduled within the first four (4) hours of the workday and within the last four (4) hours of the workday. Such rest breaks cannot be combined unless mutually agreed to by the Employer and the employee.

Section 2. Employees are prohibited from utilizing their paid rest breaks to leave their shift earlier than scheduled to work.

Section 3. Employees scheduled to work an eight (8) hour shift shall be provided with a thirty (30) minute unpaid lunch break.

Section 4. Employees scheduled to work a four (4) hour day shall have one (1) fifteen (15) minute paid rest break.

Section 5. Employees scheduled to work five (5) hours but less than eight (8) hours in a workday shall be provided one (1) thirty (30) minute unpaid lunch break.

Section 6. An employee who works in excess of two (2) hours of overtime will be permitted to take a paid fifteen (15) minute break.

ARTICLE 11 – SHIFT BIDDING

Section 1. Choice of shifts shall be based on a combination of factors, including job classification seniority. Currently the Employer conducts shift bidding based upon a combination of attendance, seniority, SRPD, NPS, and Revenue. The Employer agrees that it will not include attendance as a factor going forward but can determine what other factors shall be considered for shift bidding. Regardless of what factors are considered by the Employer, job classification seniority shall have the greatest percentage individual weight among all factors.

Section 2. RSA Leads shall bid on shifts by seniority only.

Section 3. Employees must bid on shifts within their job classification. The Employer may assign employees hours of work in accordance with Section 1, above, within a job classification based on each employee's preference as noted on the employee's shift selection.

Section 4. Employees shall choose their shifts at least twice per year. The Employer may hold more frequent shift selections according to operation demands.

Section 5. The shift bid shall state the starting time, ending time, and days off for each opening. Seven (7) calendar days prior to the shift bid, the Bargaining Unit seniority list will be posted on the designated Union board with a list of shifts to be selected. Bargaining unit employees shall complete shift bids within five (5) business days. Results will be posted at least fourteen (14) calendar days prior to the effective date.

Section 6. When there is an opening in a classification and an employee from a different classification seeks to fill it, the Company shall maintain discretion to determine whether the employee is qualified to change classifications.

Section 7. When the Employer determines that a vacated shift, newly created shift or shift opening occurring during the interim shift bid periods must be filled, the Company shall solicit volunteers for the temporary shift within the job classification where the vacancy exists. The most senior volunteer for the vacated shift, newly created shift or shift opening shall be awarded. If two or more employees volunteer for the vacated shift, newly created shift or shift opening, the shift shall be awarded to the highest ranking employee (ranking as determined in Section 1, above. If no employees volunteer for the vacated shift, newly created shift or shift opening, the lowest ranking employee (ranking as determined in Section 1, above) in the job classification vacated shall be selected. Nothing contained in this provision shall require the Employer to fill the entire vacated, newly created or shift opening, or shall prevent the Company from dividing the vacated shift, newly created shift or shift opening among more than one employee based on seniority. Nothing contained in this provision shall compel the

Employer to fill any subsequent vacancy created by a volunteer or a forced reassignment, although the Employer may continue to apply this provision to fill subsequent vacancies or openings. Nothing contained in this provision shall prohibit the Employer from assigning probationary employees to the vacated shift, newly created shift or shift opening pending the next shift bid.

Section 8. It is understood and agreed that the selection of shifts by bidding shall not interfere with the Employer assigning employees temporarily during slack or peak periods to other shifts within their job classification, by most senior volunteer or inverse seniority.

Section 9. Probationary employees may be assigned a temporary shift while on probation. Upon successful completion of the employee's probationary period, the Company may assign the employee to any open shift until the next shift bid.

ARTICLE 12 - CALL BACK FOR WORK

Section 1. When an employee is "called back for work" (i.e. accepts a work opportunity offered by the Employer that requires the employee's immediate services outside of their scheduled shift) the employee shall be paid for a minimum of two (2) hours or actual time worked, whichever is greater. Employees shall be called back for work in order of seniority.

Section 2. Unless the Employer and employee mutually agree, employees shall not be called back for work if the overtime was caused by employees allowed to leave before the end of their shift or excused from reporting for their shift. Employees on an approved vacation shall not be subject to a call back for work.

ARTICLE 13 - TEMPORARY SHIFT COVERAGE

Section 1. When temporary shift coverage is necessary for training, vacations, holidays, personal time and illness of one (1) week or more, the Employer shall identify qualified and available employees and shall solicit volunteers from that pool for the temporary shift. If two or more employees volunteer for the temporary shift, the shift shall be awarded to the most senior employee. If no employees volunteer for the temporary shift, the least senior qualified and available employee shall be selected for the temporary coverage. Nothing contained herein shall require the Employer to fill the entire temporary shift nor shall it prevent the Employer from dividing the temporary shift among more than one employee based on availability and qualifications.

Section 2. The Employer will endeavor to inform an employee of a schedule change no later than twenty-four (24) hours prior to the start of the employee's scheduled shift.

ARTICLE 14 - MUTUAL SHIFT TRADES

Mutual shift trades shall be allowed under the following conditions:

- a) The mutual shift trade must be agreed to in writing by both the employee and the Employer;
- b) The mutual shift trade must be approved in writing by the City Operations Manager or his/her designee;
- c) Mutual shift trades cannot create overtime for either party for the actual shifts traded;
- d) A six (6) month restriction of shift trades shall apply to employees failing to cover swapped shifts, plus additional discipline if warranted;
- e) Employees are limited to twelve (12) shift trades per calendar year;
- f) Trading of shifts for vacation, holidays, or floating holidays is prohibited.

ARTICLE 15 - NEW OR CHANGED JOBS

The Employer agrees that it will not change the job title of the classifications covered under this Agreement for the purpose of reducing the size of or eliminating the bargaining unit.

ARTICLE 16 - SENIORITY

Section 1. Bargaining unit seniority shall start on the date of hire or promotion/transfer into the full-time or regular part-time job classifications of Rental Sales Agent and Rental Sales Agent Lead employed by the Employer at its Denver International Airport in Denver, CO. Except where otherwise stated, bargaining unit seniority shall apply to vacation selection, overtime assignments, and layoff/recall.

Section 2. When employees have the same hire date, seniority shall be determined by using the last four (4) digits of the employee's social security number, 0000 being the lowest in seniority and 9999 being the highest in seniority.

Section 3. An employee shall lose their seniority rights if:

- a) The employee voluntarily quits;
- b) The employee is discharged for just cause;
- c) The employee is absent for three (3) consecutive working days without authorization and/or without notifying the Employer, unless given a reasonable excuse;
- d) The employee does not respond within five (5) working days after being recalled by the Employer in accordance with the parties' layoff/recall process set forth herein;
- e) The employee exceeds a leave of absence without written approval of the Employer;
- f) The employee is laid off for a time period equal to his/her length of service up to a maximum of two (2) years; and

g) The employee accepts a position with any other Employer while on a leave of absence.

Section 4. The HRBP will provide quarterly to the Union a copy of the RSA and RSA Lead seniority list.

ARTICLE 17 - DISCIPLINE AND DISCHARGE

Section 1. When an employee receives a warning, suspension or discharge notice that is to be recorded in the employee's personnel file, the Employer agrees to provide a copy of the warning to the employee and the Union VP.

Section 2. Disciplinary warnings shall roll off the employee's disciplinary record after two (2) years from the date the warning or disciplinary notice was issued. Once discipline rolls off the employee's record, subsequent disciplinary action will start from the most recent active discipline on file.

Section 3. The Employer must have just cause to warn, suspend or discharge employees.

Section 4. Attendance violations shall be managed under the Employer's attendance policy and shall follow the progressive disciplinary procedure set forth therein.

Section 5. With the exception of Attendance, all disciplinary matters shall be issued in accordance with the progressive disciplinary process defined below. However, depending on the severity of the rule violation and the seriousness of the rule, progressive discipline steps may be bypassed by the Employer.

Section 6. The Employer agrees to investigate matters thoroughly before issuing discipline. In addition, the Employer agrees to provide employees with a verbal counseling before issuing progressive discipline.

Section 7. The Employer may demote an employee from full-time to part-time status with just cause.

Section 8. Although the Employer maintains the unilateral right to appoint Leads, it shall appoint the most qualified RSA to the Lead position. Should two RSAs be deemed to be equally qualified then the Employer shall select the most senior RSA. The parties agree, however, that should the Employer demote a Lead to an RSA such demotion will be with just cause.

Section 9. The following progressive disciplinary process shall be administered by the Employer;

Step 1. Written Warning: A warned employee is one who receives a written warning that is to be recorded in the employee's personnel file, which includes an indication of possible future consequences and that may be considered as a basis for future disciplinary action.

Step 2. Final Written Warning or Suspension: A final warned employee is one who receives a final written warning that is to be recorded in the employee's personnel file, which provides that the next infraction will result in the employee's discharge. A suspended employee is one who has been denied work for corrective disciplinary reasons. A suspension may progress from a written warning.

Step 3. Discharge: A discharged employee is one whose service is terminated either summarily due to a serious rule violation or after progressive discipline has failed to improve/correct the employee's performance/behavior.

ARTICLE 18 - GRIEVANCE AND ARBITRATION PROCEDURE

The parties agree that these procedures will be kept as informal and confidential as may be appropriate at all levels of the process defined below. Nothing herein shall be construed as limiting the right of any employee having a grievance or complaint to discuss a dispute informally with any appropriate member of management and having the dispute adjusted, provided the adjustment is consistent with the terms of this Agreement.

Section 1. A "grievance" shall mean a complaint by an employee in the bargaining unit involving a violation, misrepresentation, or inequitable application of any of the provisions of this Agreement.

Section 2. Employee violations of administrative procedures and written personnel policies that affect employees are grievable.

Section 3. A grievance will first be discussed with the aggrieved person's supervisor and the Local Union representative with the objective of resolving the matter informally. If the matter is unresolved after such discussion, the Union and/or the aggrieved employee may pursue the grievance at Step 1.

Section 4. By mutual consent, the time limits set forth herein can be extended at any level of the grievance procedure.

Section 5. The grievance procedure shall be administered as follows:

Step 1. A grievance shall be recognized if it has been presented in writing on the appropriate grievance form within ten (10) calendar days after the aggrieved party became aware or should have become aware of the event giving rise to the grievance.

Within ten (10) calendar days of the receipt of the written grievance, the Employer's City Operations Manager or his/her designee shall meet with the Local Union representative to discuss the matter.

The Employer's City Operations Manager or his/her designee shall render a written decision within ten (10) calendar days following the meeting or such extended time as may be mutually agreed.

- Step 2. Any grievance that cannot be resolved at Step 1 may be advanced to Step 2 by the Union within ten (10) calendar days from receipt of the Employer's Step 1 written answer.

Within ten (10) calendar days of the receipt of the Union's notice of appeal, the Employer's HRBP or his/her designee shall meet with the Local Union representative to discuss the grievance.

The Employer's HRBP or his/her designee shall render a written decision within ten (10) calendar days following the meeting or such extended time as may be mutually agreed.

- Step 3. If a satisfactory settlement of the grievance has not been reached in Step 2 above, the grievance shall be referred to the Employer's General Manager or his/her designee within ten (10) calendar days of the Employer's written response in Step 2.

Within ten (10) calendar days of the receipt of the Union's decision to proceed with the grievance, the Employer's General Manager or his/her designee shall meet with the Local Union representative to discuss the grievance.

The Employer's General Manager or his/her designee shall render a written decision within ten (10) calendar days following the meeting or such extended time as may be mutually agreed.

- Step 4. If satisfactory settlement of the grievance has not been reached in Step 3, the grievance shall be referred to arbitration.

An arbitrator shall be selected from a panel of seven (7) arbitrator names furnished by the Federal Mediation and Conciliation Service, with each side striking one (1) name at a time in order to reduce the list to one (1) arbitrator. An arbitration hearing shall be scheduled as soon as possible, subject to the schedules of the participants and carried to conclusion as expeditiously as possible.

An arbitrator hearing a dispute between the parties shall not have the power or right to add to, delete, change or modify this Agreement or any part thereof. The decision of the arbitrator shall be binding upon the Employer, the Union and the grievant. All parties agree to abide by such decision.

The expense of an arbitrator shall be borne equally between the Local Union and the Employer.

ARTICLE 19 – MANAGEMENT RIGHTS

Section 1. The Employer is entitled to and reserves the exclusive right to administer and manage its business and exercise all statutory and inherent management rights, powers and privileges or authority. 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. The parties expressly agree that nothing contained in this Section may be used to modify or alter any express term or condition of this Agreement, or be construed to constitute a waiver by the Union of its rights. These rights include, but are not limited to, the right to:

- (a) Recruit, hire, promote, transfer, classify, reclassify, lay off, or recall employees;
- (b) Discipline, demote, suspend without pay or terminate employees for just cause;
- (c) The right to determine the qualifications of employees, and to warn, suspend, discipline and discharge employees, with just cause, and otherwise to maintain an orderly, effective, and efficient operation;
- (d) Establish, modify, or change training standards or requirements;
- (e) Operate and manage its affairs and facilities in all respects in as efficient and economical manner as it sees fit;
- (f) Maintain order and efficiency. Following notice to and discussion with the Union, establish, change, modify or amend employee quality and productivity standards;
- (g) Establish or determine the nature and kind of business conducted by the Employer, the products to be carried or services to be provided, the prices and terms for providing services or products, the kinds and location of equipment, merchandise, goods, fixtures, and type of customer service to be used;
- (h) Control materials and goods, the methods and means of work or operations, the schedule of work shifts, the number of personnel to be employed, the starting and ending times and overtime requirements, and the right to introduce new and improved methods, processes, materials, operations and services to be employed or furnished and the right to determine whether and to what extent work shall be performed by employees. However, clear contract language on these subject matters shall control;
- (i) Full and exclusive control of the management of the Employer, the supervision of all operations, the methods, processes, means and personnel by which any and all work will be performed, the control of the property and the composition, assignment, direction, and determination of the size and type of its working forces;

- (j) Following five (5) days advance notice to and discussion with the Union, make, enforce, modify and/or alter rules of conduct, safety and security rules, work rules, policies or regulations to be observed by employees, and penalties for their violation. Despite the notice requirement above, the Employer has the right to establish work and attendance rules, regulations, policies and procedures, the right to implement a national handbook, and the right to modify or change existing rules and regulations from time to time that are not in conflict with this Agreement
- (k) Use and implement monitoring systems, as well as promulgate, modify and amend rules and regulations regarding such systems.

Section 2. The listing of specific rights in this Agreement is not intended to be, nor shall it be a restriction on or a waiver of any of the rights of management not listed and specifically surrendered herein. All the management rights listed in this Agreement or otherwise that have not been modified or limited by the parties to this Agreement through a contractual clause, letter of agreement or memorandum, are maintained by and vested to the Employer.

Section 3. The failure of the Union to exercise its rights under this Article shall not constitute a waiver of its rights to bargain any changes to working conditions. Nor shall this Article restrict the Union's right to grieve discipline for just cause and contest unreasonable disciplinary rules and policies through the grievance procedure.

Section 4. The Employer must honor a Union demand to negotiate over any change to a term or condition of employment that is a mandatory subject of bargaining and which is not already addressed in this Agreement, and in particular, in this Article.

ARTICLE 20 - LAYOFF AND RECALL

Section 1. Employees will be laid off and recalled based on seniority. The least senior employee shall be laid off first and the layoffs shall continue in that order. In the case of layoff, it is agreed that the Employer will give the employees affected with five (5) working days' notice or five (5) working day's pay.

Section 2. It is the employee's responsibility to keep the Employer informed of their current home address. At the time of layoff each employee will be given the opportunity to write the employee's correct address on the Employer's form, which the employee shall receive a copy.

Section 3. In the event of a recall, the employer shall recall employees in reverse order of the layoff. Employees laid off under this Article shall be given written notice of recall by express mail or overnight courier delivery to the employee's last known address and this shall be sufficient notice of recall. The recalled employee must respond within five (5) working days after receipt thereof and arrange a mutually agreed upon date to report to work no later than seven (7) calendar days after the employee's response, unless otherwise mutually agreed. In the event the

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

ARTICLE 21 - HOLIDAYS AND HOLIDAY PAY

Section 1. Employees shall be eligible for the following designated holidays off from work with pay at the employee's straight-time hourly rate of pay, including shift premium.

New Year's Day
Labor Day
Thanksgiving Day
Day After Thanksgiving
Christmas
Plus, five (5) floating holidays

Section 2. The holidays listed above shall be recognized on the day in which they are legally observed.

Section 3. If a holiday falls during an employee's vacation, the employee shall receive an additional vacation day with pay in an amount equal to the number of hours which the employee would have been entitled had the employee not been on vacation.

Section 4. If any full-time or part-time employee is required to work on a designated holiday, the employee shall be paid for such work at time and one-half (1.5x) the employee's hourly rate of pay, including shift premium.

Section 5. In order to be eligible for holiday pay, an employee must work the entire last scheduled workday immediately prior to a holiday and on the entire first scheduled workday immediately following the holiday. 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 day of the employee's shift the following week.

Section 6. The Employer shall open up for bid all designated holidays to all employees (except those employees on vacation) regardless of their regular work schedule. Depending on the Employer's operational demands, the number of employees scheduled to work will be determined in the sole discretion of the Employer. Employees will be selected to work the holiday in order of seniority.

Section 7. In the event the Employer reduces its staff on a designated holiday (defined in Section 1), the Employer shall solicit volunteers from those scheduled to work the holiday for the holiday off, in order of seniority. The top most senior people shall be permitted to work the holiday. If there are no volunteers to take the holiday off, then the Employer shall designate who will work the holiday in reverse seniority order.

Section 8. Unless mutually agreed to by the Employer and employee, each employee shall provide the Employer with at least two (2) weeks advance notice of the date the employee 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.

Section 9. Employees hired January through March 31 shall be entitled to three (3) floating holidays in their first year of employment. Employees hired between April 1 and June 30 shall be entitled to two (2) floating holidays in their first year of employment, employees hired between July 1 and September 30 shall be entitled to one (1) floating holiday. Employees hired after October 1 are not eligible for floating holidays in their first year of employment.

Section 10. Employees shall not be permitted to use a floating holiday on any one of the designated holidays listed in Section 1, above.

ARTICLE 22 - SICK LEAVE

Section 1. Bargaining unit employees are protected against loss of pay, in case of illness, up to an accumulated total of six (6) days per calendar year, computed on a basis of eight (8) hours per day at the employee's regular rate of pay, including shift premium. Sick pay benefits shall be earned and applied as follows:

Section 2. All bargaining unit employees will have six (6) paid sick days available for use on the first working day in January, to be used in increments of no less than one (1) hour.

Section 3. New bargaining unit employees hired during the calendar year will, upon completion of the probationary period, receive immediate credit for paid sick leave for the balance of the calendar year on a pro rata basis in accordance with the following accrual schedule:

Month of Hire	Paid Sick Benefits
January 1 – March 31	4 days
April 1 – June 30	3 days
July 1 – September 30	2 days
October 1 or later	0 days

Section 4. Employees will be paid out annually for earned and unused paid sick days at their regular hourly rate of pay, including shift premium, during the payroll period in which December 20 falls.

Section 5. Upon resignation, discharge or death, an employee or the employee's estate shall collect cash payment for all unused sick pay benefits, paid at the employees' regular rate of pay, including shift premium. Such unused sick leave benefits shall be prorated based upon their date of separation of employment.

ARTICLE 23 – VACATION

The Employer shall not require employees to work overtime, call back for work, or otherwise require an employee to report to work on the two days immediately preceding their approved vacation week (applies only to full vacation weeks taken) or the two days immediately following their approved vacation.

Section 1. Employees employed by the Employer for at least one (1) year shall earn vacation time based on years of service according to the following schedule:

Completed Years of Service	Paid Vacation Benefits
1-4 years	10 days
5 – 9 years	15 days
10 – 19 years	20 days
20 – 29 years	25 days
30+ years	30 days

Employees in their first year of employment shall receive a pro-rata share of their vacation benefits on January 1, in the year following completion of one (1) full year of employment.

Month of Hire	Paid Vacation Benefits
January 1 – March 31	3 days
April 1 – June 30	2 days
July 1 – September 30	1 day
October 1 or later	0 days

Section 2. Employees who become eligible for additional vacation as a result of a service anniversary in accordance with the above table shall begin receiving vacation earnings credit at the increased rate on January 1, of the year following the year in which the service anniversary occurs.

Section 3. Part-time employees, who regularly work at least (20) hours per week, shall receive pro-rated vacation credit of that offered to full-time employees based upon their average weekly hours worked.

Section 4. Employees are permitted to take earned vacation in eight (8) hour increments.

Section 5. Upon termination of employment, be it voluntary or involuntary as a result of cause, employees shall be paid in a lump sum amount for all unused earned vacation calculated as of their last day of work.

Section 6. A maximum of one year of an employee's vacation benefits of vacation may be carried over into the next benefit year. Employees will stop accruing vacation benefits unless and until their vacation bank drops below their annual allotment.

ARTICLE 24 - BEREAVEMENT LEAVE

Section 1. Employees absent from work because of a death in the employee's immediate family (defined below) shall be excused for three (3) workdays with pay at the employee's regular rate of pay, including shift premium.

Section 2. Immediate family shall include an employee's father, mother, grandparents, spouse or domestic partner, children, step-children, grandchildren, sibling, current mother-in-law, current father-in-law, daughter-in-law, son-in-law, or stepparent.

Section 3. Employees required to travel out of state for funeral services for an immediately family member shall be granted an additional two (2) days of paid leave at the employee's regular rate of pay, including shift premium.

Section 4. The Employer has the right to request documentation to support the employee's request for bereavement leave.

ARTICLE 25 - JURY DUTY

Section 1. Employees who are called for jury duty and/or who serve as jurors shall be paid the difference between any jury pay received and/or the amount of wages lost as a result of such call or service, not to exceed seven (7) calendar days per year. The voucher for any pay received by an employee because of jury duty must be presented to the Employer so as to be used in computing the correct pay due the employee by reason of the jury duty.

Section 2. The employee shall, as promptly as possible, notify the Employer of receipt of such summons. If selected for jury duty, the employee will be considered to be on a Monday-Friday day shift. The employee shall return to work promptly after being released from jury examinations or service.

Section 3. The Employer has the right to request documentation to support the employee's request for jury duty leave.

ARTICLE 26 - LEAVES OF ABSENCE

Section 1. Subject to operational requirements, Job Stewards and/or the Union Area Representative will be excused without pay, for Union Business at the request of an authorized representative of the Union. The Union shall advise the Employer who has been designated as its Job Stewards and/or its Area Representative. The request for time off shall be submitted at least one (1) week in advance. The Job Steward and/or Area Representative shall not be compensated by the Employer for their duties as the Job Steward and/or Area Representative

and shall perform such duties during the times when the employee is not scheduled to work for the Employer.

Section 2. If the Employer schedules a grievance or disciplinary meeting during the Job Steward's regular scheduled workday, or otherwise requires the Job Steward to be present at a meeting during the Job Steward's regular scheduled workday, the Job Steward shall be kept whole.

Section 3. Union-Employer meeting time will be paid by the Employer excluding overtime, unless the Employer requests the meeting be scheduled before or after the employee's regularly scheduled hours of work. Preparation time before a Union-Employer meeting and any time after a Union-Employer meeting will be unpaid Union time. If an employee is required to attend Union training or conferences, the employee may be granted excused unpaid leave, subject to operational demands. The Employer shall be given at least two (2) weeks advance notice of the date of such leaves.

Section 4. Employees will not be disciplined for participating in contract negotiations or grievance meetings, as long as they have been excused from work by the Employer when necessary.

Section 5. At the Employer's sole and exclusive discretion, the Employer may grant leaves of absence without pay to employees who request a leave for personal reasons. Such leaves shall be for reasonable periods of time, not to exceed thirty (30) calendar days. Employees seeking a personal leave of absence must exhaust all paid time off benefits prior to or during a leave of absence without pay. All requests for leaves of absence must be submitted in writing as soon as possible in advance to the City Operations Manager with a definite deadline for returning to work.

ARTICLE 27 - FAMILY AND MEDICAL LEAVE OF ABSENCE

The Family and Medical Leave Act (FMLA) entitles employees of covered employers to take unpaid, job protected leave for specified family and medical reasons, as defined under the Act.

ARTICLE 28 - SHORT-TERM DISABILITY

Bargaining unit employees are eligible to participate in the Employer's Short-term Disability benefit plan.

ARTICLE 29 - WORKERS' COMPENSATION

State workers' compensation law provides partial wage replacement for eligible employees who are injured on the job or develop occupational diseases. Bargaining unit employees shall participate in the Employer's Transition2Work program on the same terms and conditions of non-bargaining unit employees.

ARTICLE 30 - MILITARY SERVICE OR ACTIVE DUTY

If a regular employee takes a military leave of absence for active duty, military training duty, or reservist duty, such leave of absence may be protected by law under USERRA.

ARTICLE 31 - NON-DISCRIMINATION / NON-HARASSMENT

Section 1. The Employer and the Union recognize that it is in the best interest of both parties, the employees, and the public that all dealings between them continue to be characterized by mutual responsibility and respect.

Section 2. Neither the Employer nor the Union, in carrying out their obligations under this Agreement, shall discriminate against any employee because of race, nationality, gender identity, sexual orientation, age, marital status, political status, or religious affiliation or beliefs, disability or veteran status.

Section 3. The Employer agrees to continue its present non-discriminatory policy offering equal opportunities for available jobs to qualified applicants without regard for their race, nationality, gender identity, sexual orientation, age, marital status, political status or religious affiliation or beliefs, disability or veteran status or membership in any labor or other lawful organization.

Section 4. All references in this Agreement to persons of one gender shall mean persons of either gender.

Section 5. The parties agree that the Grievance and Arbitration procedure set forth in this Agreement shall be the exclusive remedy for any alleged violations of this Article asserted by the employee, the Union or both. The parties agree that continued employment of the bargaining unit employees subject to this Agreement shall be deemed sufficient and adequate consideration for this provision. Nothing herein shall restrict an employee from communicating with or filing a complaint or charge with the EEOC, the NLRB, the OSHA, the SEC, the DOJ or any other federal, state or local governmental agency or commission (collectively, "Governmental Agencies") or otherwise participate in any investigation or proceeding that may be conducted by Governmental Agencies, including providing documents or other information without notice to the Company. However, with the exception of the SEC or DOJ, employees are precluded from receiving any remedy, award or any form of damages except as awarded by an arbitrator appointed pursuant to the parties' Grievance and Arbitration Procedure.

ARTICLE 32 – SAFETY

Safety and health is a mutual concern to the Employer and the Union. Together we recognize the need for a work environment in which safe, ergonomically correct operation can be achieved in all phases of work. The Employer agrees to maintain a safe and healthy workplace for all employees in accordance with the Dollar Thrifty Automotive Group handbook.

ARTICLE 33 - TRAINING

The Employer shall determine at its discretion when to offer training to employees. The Employer maintains the sole discretion to determine qualifications and to evaluate whether an employee successfully completes training.

ARTICLE 34 - UNIFORMS

Section 1. Upon roll-out of the Employer's new uniforms, employees will be provided with five (5) shirts and five (5) bottoms. Thereafter, employees will receive a replenishment of three (3) uniforms annually.

Section 2. Colors, styling, cloth, etc. of uniforms shall be determined exclusively by the Employer.

Section 3. The Employer shall provide rain gear, hats, and jackets for all employees required to work outside in inclement weather, upon the employee's request. However, no more than one (1) of each of these items shall be issued each year.

Section 4. At the discretion of the Employer, the Employer shall exchange and replace worn out, miss-sized clothing, or otherwise damaged uniforms upon request of the employee.

ARTICLE 35 – WAGES

Section 1. Employees regularly scheduled to work any shift that commences between 6pm and 12am shall be paid a shift differential of seventy-five cents (\$0.75) per hour.

Section 2. Employees selected by the Employer as an RSA Lead shall be paid a premium of One Dollar (\$1.00) per hour for all hours worked.

Section 3. On August 11, 2017, employees hired on or after ratification of this Agreement shall be paid a minimum hourly rate of pay of \$11.50. Also on August 11, 2017, employees employed prior to ratification of this Agreement that are at a minimum hourly rate below this rate shall be adjusted to the minimum rate of \$11.50, effective the payroll week of August 11, 2017.

Section 4. On August 11, 2017, employees hired on or before January 1, 2006 shall receive an adjustment in pay in the amount of \$1.00 per hour.

Section 5. Employees with at least one (1) completed year of service are eligible to the following hourly increases.

8/11/18	8/11/19
\$0.30	\$0.35

The hourly increases listed above will be effective during the payroll period in which 8/11 occurs during each year. Employees eligible for the increases listed in Section 2, 3 and 4, above are those actively employed at the time of the payout.

Section 6. Employees earning an hourly rate of \$18.00/hour shall receive an annual lump sum bonus equivalent to the hourly rate increases set forth in Section 5, in lieu of an increase in their hourly rate of pay.

ARTICLE 36 - INCENTIVE/COMMISSION PLANS

The Company has the unilateral right to implement, eliminate, modify, alter, or otherwise change the terms of and/or the existence of any productivity, quality, commission or other incentive plan that may or may not apply to this bargaining unit.

ARTICLE 37 - HEALTH AND WELFARE

Section 1. Employees covered by this Agreement will continue to be covered by the Hertz Custom Benefit Program. The terms and conditions of the Hertz Custom Benefit Program 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 revision.

Section 2. As participants in the Hertz Custom Benefit Plan, eligible employees and their qualified dependents may participate in the Employer's medical, dental, vision, short-term and long-term disability, accident and sickness benefits, and life insurance plans. Participating employees will be governed by the same Plan requirements and costs for such coverages as non-union employees.

ARTICLE 38 - EMPLOYER 401K PLAN

Bargaining unit employees are eligible to participate in the Employer's 401k Plan on the same terms and conditions as non-union employees. The Employer's 401k Plan currently provides for Employer matches, for each pay period, of employee contributions (both before-tax and Roth after-tax contributions) dollar for dollar on the first 3% of the employee's eligible compensation that the employee contributed and .50 cents on the dollar for the next 2% of the employee's eligible compensation the employee contributed. The Employer maintains the unilateral right to modify, enhance, eliminate, and/or otherwise substitute its current plan at any time, so long as such changes also apply to non-union employees of the Employer.

ARTICLE 39 - LEGALITY AND SEPARABILITY

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.

ARTICLE 40 - NO STRIKE / NO LOCKOUT

Section 1. During the term of this Agreement, the Union and the employees covered by this Agreement will not directly or indirectly engage in any strike, sympathy strike, sit-down, sit-in,

slowdown, cessation of work, refusal to cross a picket line or stoppage or interruption of work, boycott, picketing or other interferences with the operations of the Employer. The Union shall not directly or indirectly ratify, condone or lend support to such conduct or action.

Section 2. If there is any violation of the foregoing provision, the Employer can take disciplinary action against employees, including discharge.

Section 3. The Employer agrees that it will not lock out employees during the term of this Agreement. Any action of the Employer in closing facilities during a general strike, terroristic act, riot, or civil commotion, or for the protection of the facilities and property will not be deemed a lockout.

Section 4. In the event there is a breach of the foregoing provisions, the Employer or the Union need not resort to the grievance and arbitration provision of this Agreement.

ARTICLE 41 - FULL AGREEMENT

Section 1. The parties hereto agree that collective bargaining shall be carried on between the authorized representative(s) of the Employer and the Union and that no agreement shall be effective and binding upon the Company or the Union unless and until it is reduced to writing and signed by an authorized representative of the Employer and a representative of the Union.

Section 2. This Agreement contains the complete understanding between the parties and no additions, waivers, deletions, changes or amendments shall be made during the life of this Agreement except by mutual written consent of the parties; except as provided for under the parties Legality and Separability Article.

Section 3. Any practices occurring prior to the effective date of this Agreement shall not be used to establish a practice binding in any way upon the Employer, unless expressly agreed to as such in writing executed by the parties.

ARTICLE 42 - SUCCESSORS

Section 1. The Employer agrees to provide the Union with notice of its decision to sell, transfer, merge, or otherwise consolidate its operations with another employer prior to formally communicating such information to bargaining unit employees.

Section 2. The Employer agrees to provide any successor with a copy of this Agreement prior to a change in ownership.

ARTICLE 43 - TERMINATION OF AGREEMENT

Section 1. This Agreement shall be in full force and effect from 8/11/2017 through 11:59pm MDT and shall continue in full force and effect from year to year thereafter unless extended by mutual agreement and written notice.

Section 2. Negotiations on a renewal contract will begin not earlier than sixty (60) calendar days prior to the expiration date of this Agreement, unless pre-negotiation conferences are required by either party.

Section 3. The Employer will provide a printed copy, at its expense, to all represented employees within thirty (30) calendar days after contract ratification.

IN WITNESS WHEREOF, the Union and the Employer have caused this Agreement dated Aug. 8, 2017 to executed by their authorized representatives.

DOLLAR THRIFTY AUTOMOTIVE GROUP

COMMUNICATIONS WORKERS OF AMERICA,
LOCAL 7777

CA Annell 8/8/17
Dated

John J. Medina 8/8/17
Dated

Marlene Jimenez 8/8/17
Dated

Linda Collins 8/8/17
Dated