

AGREEMENT

Between

ELRAC, LLC

AND

GARAGE EMPLOYEES UNION - LOCAL NO. 272

Affiliated with

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

October 2, 2015 to October 1, 2020

NEW YORK LOCAL NO. 272
SERVICE AGENTS, SHUTTLE BUS DRIVERS,
MAINTENANCE TECHNICIANS AND
AUTOMOTIVE TECHNICIANS
October 2, 2015 to October 1, 2020

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THIS AGREEMENT, made and entered into the 19th day of February, 2016 by and between ELRAC, LLC (hereinafter referred to as "Employer") and the Garage Employees Union Local No. 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, JFK/LGA Airport Intra-Market Drivers, Shuttle Bus Drivers, Maintenance Technicians, Automotive Technicians and Leads employed by the Employer at the following locations: JFK Airport (limited to National Car Rental and Alamo Rent-A-Car); LaGuardia International Airport (limited to National Car Rental and Alamo Rent-A-Car); inclusive of Maintenance Technicians and Automotive Technicians employed at its 77-15 19th Road, Jackson Heights, New York 11730 Maintenance facility; 339 W. 58th Street, New York, NY 10019; 743 Broadway, New York, NY 10003; and 332 W. 44th Street, New York, NY 10036 (limited to National Car Rental and Alamo Rent-A-Car) excluding all other employees such as administrative, office clerical, Rental Agents, Greeters, Return Agents, Exit Booth Agents, guards and supervisors as defined in the Act.

Section 2. Persons not covered by this Agreement will not perform bargaining unit work unless customer service requires, unavailability of the scheduled employee to work or in the event of an emergency. The performance of such bargaining unit tasks will not, however, result in the layoff of bargaining unit personnel.

ARTICLE 2 -- UNION SECURITY AND DUES CHECKOFF

Section 1. All present employees covered by this Agreement who are members of the Union at the time it becomes required, as a condition of continued employment, shall maintain such membership in good standing in the Union. All present employees who are not currently 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 thirty-first (31st) 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 thirty first (31st) 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 of all Union Members.

Section 2. The failure of any employee to become and remain a member of the Union in good standing as required by this Agreement shall obligate the Employer, upon written notice from the Union, to discharge such person.

Section 3. The Employer will maintain a copy of this Agreement in each covered location to permit employees to examine and review the same.

Section 4. The Employer agrees to deduct initiation fees and monthly Union dues uniformly required by the Union, as well as any standard assessments, from the wages of any employee covered by this Agreement who has signed and delivered to the Employer a written Dues Checkoff Authorization. Dues will be deducted each month and remitted to the Union no later than the fifteenth (15th) day after the first payroll period of each and every month in which they are deducted and, in any event, no later than the last day of the current month. No deductions will be made on behalf of any individual not actually employed by the Employer; not covered by this Agreement; or even if employed by the Employer and covered by this Agreement, who has not executed or who has timely revoked, a Dues Checkoff Authorization Card.

Section 5. The Union agrees to hold harmless and indemnify the Employer from any and all liability and costs, including legal fees, which may result from the application of Sections 1, 2 and/or 4, above.

ARTICLE 2.A. -- D.R.I.V.E. AUTHORIZATION AND DEDUCTION

Section 1. So long as permissible under State and Federal law, the Employer shall deduct from the wages of any employee, voluntary contributions to DRIVE which has been authorized, in writing, by the employee. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted and provide the Employer a copy of the authorization. Deductions shall be made consistent with the Employer's payroll practices then in existence. The Employer shall transmit the amount(s) so deducted to DRIVE national headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made and the amount deducted from the employees payroll checks. The International Brotherhood of Teamsters will reimburse the Employer for those reasonable expenses incurred by the Employer in complying with this Section.

Section 2. The Union shall indemnify the Employer and hold the Employer harmless from and against any claims made against the Employer by virtue of its' compliance with Section 1, above, including any and all liabilities and costs, including legal fees.

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. Employees shall not be held responsible for 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 4. No employee shall be required to work under conditions or operate a motor vehicle or use equipment which would be hazardous.

Section 5. To the extent a location requires (now or in the future) that employees wear uniforms, the Employer will, at its cost, furnish and launder those uniforms (with the exception of short and long sleeve t-shirts) for Service Agents, Maintenance Technicians and Automotive Technicians. The Employer will provide Shuttle Bus Drivers with uniforms which they will be expected to wear in a neat and professional manner. Each Shuttle Bus Driver will receive thirty dollars (\$30.00) per month to cover the cost of cleaning and/or maintaining his/her uniform. A uniform shall not, however, include boots. Employees reporting to work in less than complete uniforms will be sent home for the remainder of the day without pay. The Employer shall also furnish appropriate clothing including rain and cold weather gear, to those employees required to maintain motor vehicles. Uniforms will be replaced when dictated by normal wear and tear but said uniforms must be turned in by the employees in order to secure replacement garments. Employees shall be responsible for the return of all uniforms and clothing issued to them under the terms of this section.

Section 6. 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/her 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 indemnity 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 recklessness, negligence or a felony.

Section 7. 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.

Section 8. When the Employer has sufficient control over the area to establish such facilities, garages or terminals of the Employer will retain current sanitary conditions for employees within the garages or terminals covered by this Agreement; inclusive of toilet facilities, hot and cold running water, soap and a place to change clothing.

Section 9. Back belts are considered a part of the Shuttle Bus Driver's required uniform; back belts will be provided by the Employer; and Shuttle Bus Drivers are required to wear back belts at all times. Shuttle Bus Drivers will not be required to lift more than fifty (50) pounds.

Section 10. The Employer will comply with the Polygraph Protection Act and will not require employees to take polygraphs or any form of a lie detector test.

ARTICLE 4 -- UNION ACCESS

An authorized Union representative may be permitted access during working hours, to the Employer's premises, provided each of the following conditions are satisfied:

- a. Upon arrival at the Employer's facility a Union Representative shall make his or her presence known to management;
- b. The access is for the purpose of ascertaining whether adequate safety measures are maintained or whether the terms and conditions of this Agreement are being complied with;
- c. The access does not interfere with either an employee performing his/her tasks or interfere with or delay service to a customer; and
- d. Access by a Union Representative will not be unreasonably denied.

ARTICLE 5 -- SENIORITY

Section 1. A new employee covered by this Agreement shall, whether a hire or rehire, during the first seventy-five (75) days worked by that employee, be considered to be a Probationary Employee.

During the employee's probationary period, the Employer may, within its sole discretion and judgment, discharge him/her with or without cause. Neither the probationary employee nor the Union on his/her behalf, shall have any recourse to the Grievance and Arbitration Procedure of this Agreement. At the end of the probationary period, said employee's seniority shall begin from the date of employment.

Section 2. Employees shall, at all times, provide the Employer accurate contact information including current home address, telephone number, cell number and email address.

Section 3. Job Classification Seniority is defined as the most recent date an employee began in his/her current job classification identified in Article 1 above. Unit Seniority is defined as the most recent date an employee began employment in the bargaining unit.

Section 4. For all purposes, seniority shall accrue during time lost from work resulting from a layoff or authorized leave of absence not exceeding six (6) months, but otherwise only for time actually worked.

Section 5. The Employer will observe shift preference, consistent with Job Classification Seniority, by location, for each Job Classification identified in Article 1, above. The Employer will post entire shift bids (by location), two (2) times per year and may post an additional two (2) shift bids (by location) per year. If more than four (4) shift bids are required in a year at the Airport locations, the Employer agrees to provide the Union notice at least two (2) weeks in advance of posting said additional shift bid(s). Provided, if the Union puts the Employer on notice, the Employer will, at its Manhattan location, provide the Union notice of shift bids which exceed four (4) in a year.

In the event positions on shifts become open as a result of, for example, employee promotion, resignation or termination, the Employer will post either shift bids or "slot bids," either of which will be filled in accordance with Job Classification Seniority as that term is defined in Section 3, above.

The vacancy created by an employee at that location awarded the slot bid will, in turn, be filled by the Employer with a new hire. The new hire will then fill the position/shift of the successful slot bidder, until the next shift bid. The Employer may, if circumstances warrant, conduct multiple slot bids during the course of a calendar year.

Section 6. In the event a reduction in work force becomes necessary, the Employer will conduct the layoff, by location, in accordance with Job Classification Seniority as that term is defined in Section 3, above.

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 in writing.

Section 7. Employees will be recalled to work from layoff in reverse order of layoffs prior to new employees being hired.

Section 8.

- a. In the event a non-bargaining unit employee of the Employer transfers to a Job Classification covered by this Agreement, the transferred employee's Job Classification Seniority will be as defined in Section 3, above. For purposes of Paid Time Off ("PTO") entitlement, including vacations, holidays and sick days, the transferred employee will be credited with his/her Unit Seniority.

- b. In the event a bargaining unit employee transfers to a position outside the bargaining unit, he/she will retain his/her Job Classification Seniority and Unit Seniority provided he/she returns to his/her previously held bargaining unit position within six (6) months of having transferred outside of the bargaining unit. In the event the transferred employee returns to the bargaining unit within six (6) months, but in a Job Classification different than that held when he/she transferred out of the bargaining unit, he/she shall lose his/her prior Job Classification Seniority but not his/her Unit Seniority. In the event the transferred employee does not return to the bargaining unit within six (6) months, he/she will lose any prior Job Classification Seniority and Unit Seniority.

Section 9. An employee shall lose his seniority, will be considered terminated and his/her name shall be removed from the seniority list, for any of the following reasons:

- a. If an employee quits the Employer;
- b. If an employee is discharged for just cause;
- c. If an employee is absent for three (3) consecutive work days without notifying his/her immediate supervisor, unless the employee presents documentation which, in the opinion of the Human Resources Department, excuses notification;
- d. If, when notified to return to work or when recalled to work after a layoff, the employee 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 the employee 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;
- f. If the employee engages in gainful employment during a leave of absence, unless the leave of absence was specifically granted for such purpose;
- g. If the employee is laid off for a continuous period in excess of six (6) months, or length of employment whichever is less;
- h. If the employee retires; and
- i. If the employee falsifies any work documentation, including but not limited to the reason(s) for a leave of absence.

In any of the foregoing instances, the employee's service with the Employer shall be considered terminated.

ARTICLE 6 -- WAGES

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

ARTICLE 7 -- HOURS AND OVERTIME

Section 1. The Employer may designate "unassigned shifts" up to fifteen percent (15%), minimum of one (1), for each Job Classification, by location, covered by this Agreement. While not a guarantee of hours, an unassigned shift will consist of five (5) days at eight (8) hours per day but need not have two (2) consecutive days off per workweek. An unassigned shift may be filled by either a part-time or full-time employee and an unassigned shift employee will be assigned his/her workdays and hours no later than Thursday before the upcoming workweek. An unassigned shift will be posted as part of the shift bid process and will be awarded by Job Classification Seniority as that term is defined in Article 5, Section 3, above. In the event no employee bids for an unassigned shift, the Employer reserves the right to "force" an employee to an unassigned shift by reverse Job Classification Seniority.

Section 2. While not a guarantee of hours, the workweek for non-unassigned shifts shall consist of five (5) consecutive days and a day's work shall consist of eight and one-half (8.5) consecutive hours including a thirty (30) minute unpaid lunch period. An employee will, at the facility to which he/she is assigned, use the Employer's then applicable time recording system to, for example, "punch in/swipe in," etc., at the beginning of his/her shift; "punch out/swipe out," etc., at the beginning of his/her lunch period; "punch in/swipe out," etc., at the end of his/her lunch period; and "punch out/swipe out," etc., at the conclusion of his/her workday. Overtime, at the rate of time and one-half (1½) the regular rate of an employee, shall be paid for all hours worked in excess of forty (40) hours in the workweek and at the rate of double time and one-half (2½) for the seventh (7th) consecutive day worked in a workweek except where it is caused by a shift change requested or bid by an employee. If during the term of this Agreement, the Employer exercises its discretion to utilize a four (4) day times ten (10) hours workweek, the Employer will first provide notice to the Union and discuss the impact of such a shift prior to implementation.

Section 3. With respect to any unfilled shift which is incremental to an employee's then applicable bid workweek, the Employer reserves the right to determine the number of hours of that unfilled shift which must be performed. If the unfilled shift is filled by a then off-duty employee, the Employer will guarantee a minimum of four (4) hours. If, however, the unfilled shift is filled by a then on-duty employee, no minimum hours are guaranteed. The filling of unfilled shifts, for both Manhattan and the Airports, shall be in accordance with the procedure set forth in Section 4, below.

Section 4. In the event of overtime, or where the Employer determines overtime hours are necessary, the following procedure shall be followed:

- a. If less than four (4) hours of overtime are required, the Employer shall first offer the overtime by Job Classification Seniority, as that term is defined in Article 5, Section 3, on a voluntary basis to employees then working at the location requiring the hours.
- b. If four (4) or more hours of overtime are required and utilization of Section 4.a. does not result, in the Employer's opinion, in having sufficient overtime coverage, the Employer shall then offer the overtime by Job Classification Seniority as that term is defined in Article 5, Section 3, on a voluntary basis to available employees who have signed an overtime list at the location which requires the hours.
- c. In the event utilization of Sections 4.a. and 4.b. does not result, in the Employer's opinion, in having a sufficient number of volunteers to meet the needs of the business, the Employer at either the LaGuardia or JFK Airport will contact off-duty Service Agents from the other Airport who have signed an Overtime List for their non-home airport and offer them the available hours at their non-home Airport. Provided, however the Service Agent being offered the hours at their non-home Airport must currently be performing his/her job at their home Airport at an acceptable level as determined by his/her supervisor; the hours offered cannot otherwise interfere with his/her hours at his/her home Airport; and the employee is responsible for his/her transportation.
- d. In the event utilization of Sections 4.a., 4.b., and 4.c. does not result, in the Employer's opinion, in having a sufficient number of volunteers to meet the needs of the business, the Employer reserves the right to mandate overtime which will be assigned by reverse order of Job Classification Seniority, as defined in Article 5, Section 3, of those employees then on shift at the location requiring the hours, and such employee(s) must work the overtime or, in the discretion of the Employer, it may subcontract the work or assign the work to persons or entities outside the bargaining unit consistent with Article 18, Section 6.
- e. The distribution of overtime shall not in any event, violate applicable state or federal laws or regulations.

Section 5.

- a. Full time employees are defined as employees that are regularly scheduled to work forty (40) hours per week.
- b. Part-time employees are defined as employees that are regularly scheduled to work thirty (30) hours or less per week.
- c. During the months of May through October, the Employer may hire Seasonal employees to work in any Job Classification or location identified in Article 1,

above; and such Seasonal employee(s) shall work for a period of not longer than one hundred and twenty (120) days.

- i. Seasonal employees shall be hired for a specified period of time.
- ii. Seasonal employees may be terminated at any time with or without cause.
- iii. Seasonal employees are not entitled to any of the benefits set forth in this Agreement; are not subject to the Union Security Article of this Agreement; and contributions to the Welfare Fund are not owed on their behalf.
- iv. The Employer shall notify the Union, a minimum of ten (10) calendar days in advance, of its intention to hire Seasonal employees.

Section 6. "Pyramiding" of hours is expressly prohibited and under no circumstances will paid hours be counted more than once in the computation of hours for purposes of determining overtime.

Section 7. For payroll purposes and the calculation of overtime, the workweek is Sunday through Saturday.

ARTICLE 8 -- VACATIONS

Section 1. A full-time employee who works a minimum of fifteen hundred and sixty (1,560) hours actually worked in his/her anniversary year shall, upon the completion of his/her anniversary year, be provided vacation in accordance with the schedule set forth below:

Employees hired prior to January 1, 1992:	1 yr	-	5 days
	2 yrs	-	10 days
	3 yrs	-	15 days
	9 yrs	-	20 days

Employees hired on or after January 1, 1992:	1 yr	-	5 days
	2 yrs	-	10 days
	5 yrs	-	15 days
	10 yrs	-	20 days

Vacation pay for such vacation periods shall be paid in advance. (On the pay day just prior to the approved vacation week as long as a request is submitted twenty-one (21) days in advance of the first day of the scheduled vacation.)

No more than one (1) employee per Job Classification, per location, may take vacation during weeks designated by the Employer. Provided, however, that with respect to Maintenance

Technicians and Automotive Technicians, unless the Employer authorizes, only one (1) Technician per location covered by this Agreement may take vacation at any one (1) time and no Technician can schedule a vacation for longer than two (2) consecutive weeks, unless the Employer agrees otherwise.

Section 2. Except as otherwise permitted by the Union in writing, vacations shall be scheduled at the option of the Employer during the entire calendar year. All schedules shall be fixed and posted on the premises of the Employer not later than December 31st of each year. Schedules of vacations shall be fixed by the Employer in accordance with the Job Classification Seniority of the employees consistent with the efficient operation of the business.

Section 3. Should any differences arise among the employees concerning vacation period, employees having seniority shall have preference in selection of week or weeks desired.

Section 4. Vacation pay shall be paid at the then applicable hourly wage. No employee shall be deprived of any vacation benefit because of a leave of absence granted pursuant to local state or federal law.

Section 5. Vacations must be taken within his/her anniversary year and the Employer shall not make, and no employee shall accept, payment in lieu thereof.

Section 6. In the event an employee is laid off, the laid off employee shall be paid any unused vacation due him/her. In the event the laid off employee is recalled within the time limitations set forth in Article 5, Section 7, subparagraph g, above, time away from work during a layoff shall not count as "hours worked" for purposes of determining vacation entitlement.

Section 7. Upon the death of an employee or the termination of his employment, except if discharged for dishonesty, the employee's estate or the employee shall receive all unused vacation pay due him/her.

ARTICLE 9 -- HOLIDAYS

Section 1.

- a. All full-time employees hired prior to December 12, 1986, shall, if they satisfy the requirements of Section 2, below, receive the following named holidays:

New Years Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Day
Labor Day	Martin Luther King Day

In addition, for a full-time employee hired prior to December 12, 1986, such employees shall receive seven (7) Personal Days. If an employee requests, as provided by Section 4 below, and is granted, a personal day, but is then required to work he/she shall be paid at the rate of time and one-half (1½) for the day (up to 8 hours).

Five (5) personal days may be scheduled and approved in advance and used as an additional week of vacation.

b. Employees hired on or after December 12, 1986, if they satisfy the requirements of Section 2, below, shall receive holidays as follows:

i. During the first (1st) year of employment:

- | | |
|-------------------|---------------------------|
| 1. New Years Day | 4. Labor Day |
| 2. Memorial Day | 5. Thanksgiving Day |
| 3. Fourth of July | 6. Christmas Day |
| | 7. Martin Luther King Day |

ii. On the second (2nd) anniversary date of an employee's employment add to (b)(i) above:

*7. Two (2) Personal Days

iii. On the third (3rd) anniversary date of an employee's employment add only to (b)(i) above:

8. Four (4) Personal Days

* Employee's personal days are earned after each six (6) months of work during their second (2nd) continuous year of employment.

All Section 1a or 1b unused personal days will be "bought back" by the Employer at the rate of 110% within forty-five (45) calendar days of the employee's following anniversary date.

Section 2. For a full-time employee to be eligible for holiday pay, he/she 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. Any employee ordered to work on a named holiday shall work and shall be paid at the rate of time and one-half (1½) for all hours worked plus the holiday pay.

Section 4. The Employer will grant an employee his/her personal day off provided the employee makes written request two (2) weeks in advance of said desired day off and that the desired personal day off will not interfere with the efficient operation of the Employer's business. The Employer shall respond, in writing, to such request within twenty-four (24) hours thereof; such response shall not be unreasonably withheld. Continuous refusal to such requests shall be subject to the Grievance and Arbitration Procedure as set forth in Article 15 below.

ARTICLE 10 -- SICK DAYS

Section 1. Full-time employees hired prior to December 12, 1986, shall be entitled to ten (10) sick days.

Section 2. A full-time employee hired on or after December 12, 1986 shall, following his/her first (1st) month of employment, earn one (1) sick day each month actually worked, up to a maximum of six (6) sick days during his/her first year of employment. On the first (1st) anniversary of an employee, and on each anniversary date thereafter, an employee will receive six (6) sick days.

Section 3. Within forty-five (45) calendar days of the end of an employee's anniversary year, an employee will receive one (1) day's pay for each unused sick day(s).

Section 4. The Employer shall have the right to require a doctor's certificate for proof of illness from all employees and in addition, for all employees within their first (1st) year of employment with the Employer, sick leave pay will not commence until the start of the employee's second (2nd) consecutive day of absence. The aforementioned one (1) day waiting period without sick pay will be waived for employees who present to management proof (statement for services rendered) of hospital in-patient or hospital out-patient care.

Section 5. Earned but unused sick days will be paid out to a laid off employee, but not to any employee who leaves employment of the Employer, regardless of the reason. In the event a laid off employee is recalled within the time limitations of Article 5, Section 9, subparagraph g, above, the recalled employee will be granted sick days in accordance with Section 1 or 2 above, whichever is applicable.

Section 6. The Employer recognizes its obligations under the Family Medical Leave Acts ("FMLA") of 1993, the Uniform Services Employment and Reemployment Rights Act of 1994 ("USERRA") and other applicable federal, state and/or local leave laws. During any such leave, to the extent allowable under the law, employees shall exhaust accrued but unused Paid Time Off ("PTO"), including but not limited to vacation days, personal days and/or sick days. Any

employee who exercises his/her right to an FMLA leave will, upon recovery and presentation to the Employer of appropriate documentation, be provided reinstatement as to the extent required by then existing law.

ARTICLE 11 -- JURY DUTY

Section 1. For any full-time employee who is summoned for Jury Duty, the Employer will pay the employee's regular minimum hourly rate of pay for all time lost from regular work hours by reason of Jury Duty for a period not to exceed thirty (30) days each year. Employees shall return to work promptly after being released from jury examination or service.

Section 2. The payment for jury duty set forth in Section 1, above, will not be provided unless and until the employee provides proof from the court illustrating his/her attendance.

ARTICLE 12 -- BEREAVEMENT PAY

Section 1. In the event of the death of an immediate family member, a non-probationary (as defined in Article 5, Section 1) full-time employee will receive up to three (3) days bereavement benefit leave with pay provided the employee is scheduled to work on the days of bereavement leave. Bereavement pay shall be computed on the basis of eight (8) hours, times his/her then applicable base hourly wage rate which, for a Maintenance Technician or Automotive Technician, will include any applicable ASE Certificates.

Section 2. The Employer may demand, as a condition to providing funeral leave pay, satisfactory documentation of the employee's attendance at visitation and/or the funeral of an immediate family member.

Section 3. The term "immediate family" shall be defined as the employee's spouse, children (adopted or step), brother, sister, mother, father, grandmother, grandfather, current mother-in-law and current father-in-law.

ARTICLE 13 -- DISCHARGE OR 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 in accordance with the Employer's policy; shall be courteous to the public at all times; and shall be prohibited from utilizing cell phones or other electronic devices in work areas or during work time, unless directly related to the business.

Section 2. The Employer will not discharge or suspend any employee without just cause and shall give at least one (1) warning of the complaint against such employee in writing to the Union and the employee before he is discharged or suspended (warning letter shall be null and void after eighteen (18) months). Discharge or suspension must be by proper written notice to the

employee affected with a copy sent to the Union.

Section 3. Just cause for immediate termination, without prior discipline, notice or hearing, includes but is not limited to the following acts of misconduct:

- a. Indecent conduct, fighting or violation of the Employer's written workplace violence and written anti-harassment policies;
- b. Dishonesty;
- c. Being under the influence and/or consumption, possession or sale of any intoxicating beverage or illegal controlled substance or illegally obtained prescription drugs and/or abusing legal or prescribed drugs while on duty or while on the Employer premises;
- d. Failure to immediately report any work related accident which has resulted in personal injury or property damage;
- e. Permitting unauthorized persons to ride in or utilize vehicles of the Employer's;
- f. Damage to the Employer's property or the property of fellow employees resulting from intentional conduct or negligence;
- g. Absence for two (2) or more days without notifying the Employer and the Union, unless unable to do so because of unusual circumstances;
- h. Theft, including but not limited to the unauthorized use of Employer funds;
- i. Becoming involved in a serious motor vehicle accident while driving the Employer's car as a result of negligence or recklessness;
- j. Insubordination, including the refusal to carry out a direct order of a supervisor;
- k. Possession of a lethal or concealed weapon while on duty or while on the Employer's property;
- l. Using the Employer's vehicle for personal use without permission;
- m. If found guilty by a court during his/her term of employment for the use or sale of narcotics;
- n. If found guilty by a court or jury of a felony relating to his/her employment;
- o. Sleeping at work;
- p. Falsification of any Employer document, including but not limited to the

falsification of timecards, rental agreements or any Employer document;

- q. Discussion, disclosure or release of confidential information including trade secrets, customer and/or vendor lists, confidential customer information such as but not limited to customer credit card numbers, customer driver's license numbers, customer Social Security numbers, customer national identification numbers, customer personal account numbers and customer contact information, provided, however, that this shall not interfere with employee rights under the National Labor Relations Act nor shall it interfere with the right of an employee to participate and cooperate in a government investigation and/or respond to lawful subpoenas; and
- r. Any other dischargeable offense identified elsewhere in this Agreement.

ARTICLE 14 -- NO STRIKE/NO LOCKOUT

Section 1. During the term of this Agreement there shall be no strikes, slowdowns, stoppages or lockouts, it being the intent and purpose of the parties hereto that every dispute or controversy of any nature which may arise between the Union or any of the employees and the Employer shall be disposed of via the Grievance and Arbitration Procedure provided for in this Agreement.

The prohibition of a strike, work stoppage or slowdown, by way of example includes, but is not limited to strikes, a sit down strike, a work slowdown, sympathy strikes, partial strikes, intermittent strikes, respecting a picket line (primary or otherwise) and any other form of work stoppage.

Section 2. The Employer agrees that the Union may select from the employees covered by this Agreement, an employee to act as a Shop Steward. A Shop Steward is not authorized, or to call for, participate in, create, encourage or otherwise support, in any manner, work stoppages.

Section 3. In the event an employee breaches Sections 1 and/or 2, above, he/she shall be subject, in the Employer's discretion, to discipline, up to and including immediate termination by the Employer. Any challenge to such discipline/discharge via the Grievance and Arbitration Procedure of this Agreement shall be limited to whether the individual was engaged in conduct prohibited by Sections 1 or 2 of this Article.

ARTICLE 15 -- GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. A "grievance" is defined as a disagreement over the interpretation or application of this Agreement.

Section 2. The grievance process will consist of the three (3) step process, inclusive of Arbitration, set forth below:

STEP 1 -- Any grievance must be presented, in writing, to the Branch Manager and/or his/her designee and the Union within seven (7) calendar days (i) after the occurrence of the incident or event giving rise to the grievance; or (ii) the date the employee, with reasonable diligence, should have known of the incident or event, whichever is the earlier date. The Employer shall provide to the Union a written answer either granting or denying the grievance within seven (7) calendar days of receiving the grievance.

STEP 2 -- The Union may pursue the grievance to Step 2 by written notice to the Employer. The written notice must be provided within seven (7) calendar days of the earlier of the Employer's Step 1 written denial or the passage of the time frame within which the Employer's Step 1 answer is scheduled. In the event the Union timely advances the grievance to Step 2 the Business Agent and Human Resources Manager and/or his/her designee will meet to discuss the grievance within fifteen (15) calendar days. The Human Resources Manager and/or his/her designee will provide a written answer, either granting or denying the grievance within seven (7) calendar days of the Step 2 grievance meeting.

STEP 3 -- The Union may pursue the grievance to Arbitration by delivering written notice to the Employer within fourteen (14) calendar days of the Employer's Step 2 written denial.

Section 3. Unless the parties agree otherwise, in writing, the failure of an employee and/or the Union to pursue a grievance in accordance with the requirements set forth in Section 2, above, Steps 1, 2 and 3, inclusive, shall result in the grievance being deemed to be without merit, shall render the grievance non-arbitrable and shall bar the grievance from further consideration.

Section 4. In the event the Union timely seeks arbitration, the dispute will be resolved by a neutral Arbitrator. The Union shall request a panel of seven (7) Arbitrators from the Federal Mediation and Conciliation Service (FMCS) and shall specify to the FMCS that the panel must include only members of the National Academy of Arbitrators. The Union shall strike first (1st) and each party will then strike alternately thereafter until one (1) name appears. The remaining name shall be the designated Arbitrator. The fees and costs of the Arbitrator shall be divided equally by the Employer and Union. Cancellation fees charged by an Arbitrator shall be paid, in full, by the party responsible for the cancellation. Provided, however, if the cancellation fee results from the parties' settlement of a grievance, the cancellation fee will be split equally between the Employer and the Union. Each party will be responsible for its own costs in presenting a matter at arbitration.

Section 5. The designated Arbitrator shall have no authority to alter, delete, revise, amend or add to the language of the Agreement, including the language contained in Article 18. The decision of the Arbitrator shall be final and binding.

ARTICLE 16 -- WELFARE BENEFIT PLANS

Section 1. The parties shall maintain and continue the Welfare, Disability and Insurance Plan, for the benefit of the employees, which Plans 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 said Plans as presently constituted or as the same may be hereafter amended.

- a. **WELFARE:** The Employer shall pay to the Welfare Plan, which is inclusive of Dental, for each hour worked up to a maximum of forty (40) hours per week, beginning on the indicated date, in the hourly amount set forth below. Said hours shall include, where applicable, straight time, holidays, vacation and sick leave:

November 1, 2015	\$1.95
October 2, 2016	\$2.10
October 1, 2017	\$2.25
September 30, 2018	\$2.40
September 29, 2019	\$2.55

- b. **ADDITIONAL AMOUNTS:** Any additional amounts necessary to the Welfare 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.

Section 2. All payments shall be made monthly on the first (1st) of each month for each eligible employee, and the Employer shall furnish the Trustees of the Plan, on the first (1st) 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 3. If the Employer fails to make such a report with the required payments within twenty (20) days after the first (1st) of the month, the Employer shall be considered in default on the twenty-first (21st) day of said month.

Section 4. The Employer shall make available to the Trustees of the Plan, or their duly authorized agents such payrolls and other records of each Employer as may be pertinent or helpful to the carrying on by the Trustees of their duties.

Section 5. 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 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 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 17 -- EMPLOYEE RETIREMENT AND 401(K) PLAN

Section 1. Employees are eligible to participate, in the Enterprise Holdings Retirement Savings Plan -- Union employees portion, as amended by the Plan sponsor from time to time, in accordance with and subject to the terms of the current and/or any future 401(k) Plan maintained by the Employer, which are hereby incorporated by reference. The employee's eligibility and/or participation shall be voluntary and shall be subject to the terms of the Plan Documents and Summary Plan Description then in existence.

Section 2. The Employer reserves the right to terminate, revise, amend, implement and make effective any and all 401(k) Plans, without first bargaining with the Union, throughout the term of the Agreement and thereafter. Provided however, the 401(k) Plan covering employees represented by the Union will not be terminated unless this action applies to all employees of the Employer.

Section 3. Notwithstanding any other Article or language contained in this Agreement, part-time employees shall not be eligible to participate in the 401(k) Plan identified in Section 1, above, unless the specific terms of the 401(k) Plan provide otherwise.

Section 4. No matter respecting the 401(k) Plan referenced in Section 1, above, their interpretation, implementation, modification, termination or effectiveness shall be subject to the grievance or arbitration procedure of the Agreement and no Arbitrator shall have any authority or power to hear or consider any such issue.

ARTICLE 18 -- MANAGEMENT RIGHTS

Section 1. The Union and the employees covered under this Agreement generally recognize and agree that the Employer has the sole and exclusive right to manage and direct any and all of its operations. By way of example, but not by way of limitation, it is specifically recognized and agreed that the Employer reserves and has the sole and exclusive right, so long as it is not inconsistent with the terms of this Agreement, to:

- a. Decide the products, activities and services and scope of products, activities and services to be provided;
- b. Determine the maintenance procedures, materials, facilities, equipment and methods to be used in the performance of these services;
- c. Introduce new or improved products, services, maintenance procedures, materials, facilities, equipment, technology and methods;

- d. Take reasonable action that may be necessary to perform the services and fulfill the responsibilities undertaken by the Employer in unusual and/or emergency situations;
- e. Manage, direct and supervise all employees of the Employer in a manner not inconsistent with terms and conditions of this Agreement;
- f. Hire and/or otherwise determine the criteria and standards of selection for employment and, further, to determine the training procedures/programs to be utilized with respect to all employees;
- g. Demote, suspend, discharge or otherwise discipline employees, for just cause, subject to the Grievance and Arbitration Procedure;
- h. Promote and/or otherwise establish the criteria and/or procedures for promotions within and without the bargaining unit; and to determine the number and types of positions (Employees with equal skill, ability, capability and past job performance, as determined by the Employer, seniority will prevail);
- i. Transfer employees from position to position, job assignment to job assignment, and location to location so long as it is within the bargaining unit;
- j. Lay off employees from duty and/or recall employees from layoff;
- k. Determine and/or amend the starting and quitting time and the number of hours and shifts to be worked;
- l. By location, determine the content of, formulate and/or amend job classifications and job descriptions;
- m. Schedule and assign work and equipment to employees, and determine the size of the work force; inclusive of the right to increase or decrease the workforce;
- n. Determine, from time to time, the work week and the payroll period;
- o. The Union acknowledges the right of the Employer to implement and apply a "reasonable cause" Drug Testing Policy, inclusive of discipline up to and including discharge. The Employer agrees, however, that for the term of this Agreement, employees will not be subject to random drug testing unless such testing is required by any local, state or federal law, regulation agency or the New York/New Jersey Port Authority. In the event of any such directive, the Employer will provide notice to the Union;
- p. Determine the number, size and location of its facilities or operations, or any part thereof, inclusive of the right to relocate current or future facilities or operations,

merge, consolidate, curtail, sell, transfer, discontinue or terminate any current or future facility or operation, whenever, in the opinion of the Employer, good business judgment makes any such action(s) advisable;

- q. Create, expand or assign any job within his/her job classification;
- r. Control the use of equipment, property, and technology of the Employer, including current and/or future surveillance equipment such as but not limited to GPS, biometrics, and surveillance cameras, and examine and inspect any and all inbound or outbound parcels, the Employer will provide the Union notice of installation of future surveillance equipment but shall not be required to identify the specific location of such surveillance cameras;
- s. Determine the structure and organization of the Employer, including the right to supervise, expand, consolidate, or merge any operation or service, and to alter, combine, eliminate or reduce the structure of the Employer or any operation of the Employer; and
- t. Maintain the efficiency of all operations of the Employer.

Section 2. The Employer may, now or during the term of this Agreement, establish, formulate, implement and enforce policies, programs, procedures, rules and regulations and/or amend or revise existing policies, rules and regulations, inclusive of but not limited to, the Personal Appearance Policy; a Drug Testing Program or Policy; a Driving Policy inclusive of Motor Vehicle Records (MVR) obligations; an Attendance Program or Policy addressing, for example, Attendance, Tardiness, AWOL and Leave Earlyies; and other policies of any kind and require employees to observe and obey these policies, rules and regulations which do not conflict with the terms and conditions of this Agreement, and further, to impose disciplinary policies with respect to such programs, policies, rules and regulations. Provided further, however, the Employer shall post all rules and regulations, including revisions to existing policies, with a copy to the Union Steward and the Union ten (10) days prior to implementation.

Section 3. The Employer retains the sole right, by location, to create, formulate, implement, modify and/or terminate incentive pay plans, and/or reasonable minimum job performance standards and, in the event an employee falls below the reasonable minimum performance standards established, impose discipline up to and including discharge. The employee, or the Union on his/her behalf maintains the right to challenge the reasonableness and/or application of Minimum Performance Standards via Article 15.

Section 4. Within its sole discretion, the Employer will determine whether a "Lead" will or will not be utilized and, if utilized, the Employer reserves the sole discretion to select the employee(s) to serve as a "Lead" and, further, in its sole discretion, reserves the right to discontinue utilization of Leads or a particular employee as a Lead. In the event a Lead is selected, the Employer may assign said Leads to specific shifts.

Section 5. The Employer reserves the unrestricted right to suspend or curtail the operation of its operations, and to discontinue departments in whole or in part whenever in its judgment, conditions warrant such suspension, curtailment or discontinuance. Insofar as practicable, advance notice shall be given to the employees of such action.

Section 6. The Employer reserves the right to subcontract or assign work to persons or entities outside the bargaining unit as a result of spikes in the business, employee call outs, use of Paid or Non-Paid Time Off, or unfilled shifts caused by retirement, resignation or discipline and/or to maintain the appropriate level of customer service. If the Employer elects to fill the open position, the job opening will be posted within seven (7) calendar days of the opening and, with respect to an open Service Agent position, the Employer's goal will be to offer employment to an individual within thirty (30) calendar days of the posting and, with respect to an open Bus Driver position, the Employer's goal will be to offer employment to an individual within sixty (60) days of the posting.

The Employer is prohibited from utilizing subcontracting or the assignment of work to persons outside the bargaining unit as a means to lay-off bargaining unit personnel and will not subcontract at a particular location in the event any bargaining unit employee at that location is on layoff status, unless that laid off employee(s) has been provided a minimum of forty-eight (48) hours notice of available work which is at least a minimum of sixteen (16) hours and the employee has declined the work in question. Similarly, subject to the paragraph set forth below, the Employer will not utilize subcontracting or the assignment of work to persons outside the bargaining unit to prevent the hiring of bargaining unit employees who resign, retire or are discharged nor will the Employer utilize subcontracting or the assignment of work to persons outside the bargaining unit as a means to prevent the growth of the bargaining unit.

In staffing Service Agents, JFK/LGA Airport Intra-Market Drivers, Bus Drivers, Maintenance Technicians and Auto Technicians, at an individual Airport location covered by this Agreement, the Employer's goal will be to maintain a regular workforce and, while it may maintain current practices, the Employer will endeavor to limit its' reliance on the use of contractors.

Section 7. If the Employer fails, from time to time, to exercise any one (1) or more of the above functions, this shall not be deemed to be a waiver by the Employer of the right to exercise any or all such functions in the future.

ARTICLE 19 -- SHOP STEWARDS

Section 1. The Employer recognizes the right of the Union to designate shop stewards and alternates from the Employer's seniority list. The Union shall have the right to select two (2) Union Stewards at each of the following four (4) stations: the Manhattan 77th Street location; the LaGuardia Airport, inclusive of the 77-15 19th Road, Jackson Heights, New York, 11730

Maintenance Facility; and the JFK Airport. The authority of job stewards and alternates so designated by the Union shall be limited to and shall not exceed the duties set forth in Sections 2 and 3, below:

Section 2. The investigation and presentation of grievances to the Employer or the Employer's designated representative in accordance with the provisions of this Agreement.

Section 3. The transmission of such messages and information which shall originate with, and are authorized by the 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, slow downs, refusal to handle goods, or any other interference with the Employer's business, provided, however, that the activities referred to in (2) and (3) 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.

Section 4. Shop Stewards and alternates have no authority to take strike action, or any other action interrupting the Employer's business.

Section 5. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the Shop Steward has taken unauthorized strike action, slow down, or work stoppage in violation of this Agreement. Any challenge to such discipline/discharge via the Grievance and Arbitration Procedure of this Agreement shall be limited to determining whether the Shop Steward engaged in conduct prohibited by this Article or the No Strike/No Lockout Article of this Agreement.

Section 6. Stewards shall be granted super-seniority for purposes of layoff in their respective unit or location of employment.

ARTICLE 20 -- WAIVER OF BARGAINING

This Agreement constitutes the full and complete Agreement by the parties with respect to rates of pay, wages, hours of employment and other terms and conditions of employment which shall prevail during the term of this Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement, each party has 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 understanding and agreements arrived at by the parties after the exercise of that right and opportunity, are set forth in this Agreement. Therefore, the parties acknowledge that this Agreement shall supersede all existing and previous Agreements, as well as all local rules, regulations, past practice(s) and/or customs previously established which, in

any way, conflict with this Agreement and that, unless expressly set forth within this Agreement, no past practice or custom shall be binding on the Employer. During the term of this Agreement, should an alleged past practice not addressed in this Agreement arise, the parties agree to meet and discuss the alleged practice and, if agreement is reached, reduce it to writing.

ARTICLE 21 -- LEGALITY AND SEPARABILITY

Section 1. If any Article or Section of this Agreement or any Letter of Agreement 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 Letter of Agreement thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

Section 2. In the event that any Article or Section or any Letter of Agreement, is held invalid or enforcement of compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either the Employer or the Union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

ARTICLE 22 -- NON-DISCRIMINATION

Section 1. The Employer and the Union agree that discrimination is forbidden; that the Collective Bargaining Agreement will not be applied in a discriminatory manner; and that neither party will engage in any discriminatory act.

Section 2. The Employer is an equal opportunity Employer and will not discriminate in the treatment of any employee(s) or applicant(s) for employment with respect to race, creed, color, national origin, sex, age, disability, marital status, sexual orientation or citizenship status in any employment decisions, including but not limited to recruitment, hiring, compensation, training and apprenticeship, promotion, upgrading, demotion, downgrading, transfer, layoff and termination, and all other terms and conditions of employment.

ARTICLE 23 -- DURATION

THIS AGREEMENT shall become effective as of October 2, 2015 and shall continue in full force and effect until October 1, 2020 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.

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals and caused this instrument to be duly executed, effective as of the 2nd of October, 2015.

ELRAC, LLC

**GARAGE EMPLOYEES UNION LOCAL
NO. 272, AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS**

By: _____


HENRY HONG
Regional Vice President
La Guardia Airport

By: _____


MATTHEW BRUCCOLERI
Secretary-Treasurer; Business Manager

Date: _____

2/29/16

Date: _____

2/19/16

By: _____


ANWAR ISMAEL
Regional Vice President
JKF Airport and Manhattan
Airport

By: _____


FRED ALSTON
President; Business Agent

Date: _____

2/26/16

Date: _____

FEB. 19, 2016

APPENDIX A -- WAGES

Section 1. JFK/LGA Airport Intra-Market Driver, Service Agent and Shuttle Bus Driver Wage Progression

During the term of this Agreement, effective with the second payroll period after ratification of this Agreement, the wage progression shall be as set forth below:

JFK/LGA Airport Intra-Market Drivers

Start	\$9.00 per hour
1 Year Anniversary	\$9.15 per hour
2 Year Anniversary	\$9.30 per hour
3 Year Anniversary	\$9.45 per hour
4 Year Anniversary	\$9.60 per hour
5 Year Anniversary	\$9.75 per hour

During the term of this Agreement, the base hourly wage rate of a JFK/LGA Airport Intra-Market Drivers will be subject to an hourly cap of nine dollars and seventy five cents (\$9.75). Recognizing that this is a new job classification, a current Service Agent with a current base hourly wage rate of \$9.75 or greater may, so long as he/she does so by February 29, 2016, transfer to the position of JFK/LGA Airport Intra-Market Driver and, in that event, his/her September 30, 2015 base hourly rate of pay (not including any lead pay differential) will be honored for the term of this Agreement.

Service Agent Wage Progression

Start	\$9.50 per hour
1 Year Anniversary	\$9.70 per hour
2 Year Anniversary	\$9.90 per hour
3 Year Anniversary	\$10.10 per hour
4 Year Anniversary	\$10.30 per hour
5 Year Anniversary	\$10.50 per hour

During the term of this Agreement, the base hourly wage rate of a Service Agent will be subject to an hourly cap of twelve dollars and ten cents (\$12.10).

Shuttle Bus Driver Wage Progression

Start	\$12.00 per hour
1 Year Anniversary	\$12.20 per hour
2 Year Anniversary	\$12.40 per hour

3 Year Anniversary	\$12.60 per hour
4 Year Anniversary	\$12.80 per hour
5 Year Anniversary	\$13.00 per hour

During the term of this Agreement, the base hourly wage rate of a Shuttle Bus Driver will be subject to an hourly cap of fourteen dollars and sixty cents (\$14.60).

Section 2. Service Agent and Shuttle Bus Drivers Hourly Increase- Outside of Progression as of Ratification Date

A Service Agent and Shuttle Driver who as of the date of Ratification is at or above the maximum progression rate applicable to his/her classification but below the applicable wage cap for his/her classification shall, on the date set forth below, receive the hourly wage increase noted.

If Ratified by January 22, 2016; Retroactive to the Pay Period Beginning <u>October 25, 2015</u>	Effective Payroll Period Beginning <u>October 2, 2016</u>	Effective Payroll Period Beginning <u>October 1, 2017</u>	Effective Payroll Period Beginning <u>September 30, 2018</u>	Effective Payroll Period Beginning <u>September 29, 2019</u>
30¢ (See Paragraph below)	30¢	30¢	35¢	35¢

In the first year of this Agreement, effective the 2nd payroll period after ratification, if the current base hourly rate of pay of a Service Agent or a Shuttle Bus Driver with more than 5 years of seniority in that position, is less than the rate of a 5 Year Anniversary employee as set forth in Section 1, above, the Service Agent or Shuttle Bus Driver will receive the 5 Year Anniversary base hourly rate of pay as set forth in Section 1, above plus the hourly wage increase set forth in this Section 2. In the event, however, the current base hourly rate of a Service Agent or Shuttle Bus Driver is above the 5 Year Anniversary progression set for the in Section 1, above, the Service Agent or Shuttle Bus Driver will receive that increase set forth in this Section 2.

Section 3. Service Agent and Shuttle Bus Drivers Hourly Increase- Currently Within the Progression as of Ratification Date

A Service Agent or Shuttle Bus Driver who is currently inside the progression who, during the term of this Agreement, reaches his or her sixth (6th) Anniversary or greater shall receive effective the Sunday following his/her applicable anniversary date, the following increases:

6 Year Anniversary	30 cents
7 Year Anniversary	30 cents
8 Year Anniversary	30 cents
9 Year Anniversary	35 cents
10 Year Anniversary	35 cents

Section 4. Maintenance Technician Hourly Rate of Pay

During the term of this Agreement, the base hourly wage rate applicable to an employee classified as a Maintenance Technician, beginning the second payroll period following ratification shall be fourteen dollars (\$14.00) per hour:

Section 5. Maintenance Technician ASE's

In addition to his/her hourly rate of pay, a Maintenance Technician will be paid an hourly differential of one dollar (\$1.00), effective the second payroll period after ratification, for each of the following ASE Certifications currently in place, earned during and retained during the terms of this Agreement.

- A4 - Suspension and Steering
- A5 - Brakes
- A7 - Heating and Air Conditioning
- X1 - Exhaust Systems
- G1 - Auto Maintenance and Light Repair
- A6 - Electrical/Electronic Systems

Section 6. Automotive Technician Base Rate of Pay

As a condition of continued employment, an Automotive Technician must possess a minimum of four (4) current ASE Certifications (from the list of ten (10) set forth below); a current ACR 134 A/C Certification; and successfully pass all manufacturer required testing.

The Base Hourly Rate of Pay for an Automotive Technician, during the term of this Agreement, effective the payroll period beginning the second payroll period after ratification of this Agreement, shall be twenty dollars and fifty cents (\$20.50) per hour.

Section 7. Automotive Technician ASE's

For each earned/maintained ASE Certification, from the list set forth below, in excess of four (4) up to a maximum of ten (10), an Automotive Technician will receive an hourly differential of one dollar and twenty-five cents (\$1.25), effective the second payroll period after ratification.

- A1 - Engine Repair
- A2 - Automotive Transmission
- A3 - Manual Drive Train and Axles
- A4 - Suspension and Steering
- A5 - Brakes
- A6 - Electrical/Electronic Systems
- A7 - Heating and Air Conditioning

- A8 - Engine Performance
- L1 - Auto Advanced Engine Performance
- X1 - Exhaust Systems

In addition to the ten (10) ASE Certifications set forth above, an Automotive Technician will, for any two (2) of the following four (4) ASE Certifications identified below, earned/maintained during the term of this Agreement, receive an hourly differential of sixty cents (60¢) (i.e., a maximum of one dollar and twenty cents (\$1.20)).

- A9 - Light Vehicle Diesel Engines
- F1 - Alternate Fuels
- P2 - Automobile Parts Specialist
- T2 - Diesel Engine

Section 8. Reimbursement of ASE Examinations

In the event a Maintenance Technician or Automotive Technician, during the course of this Agreement, takes and successfully passes an ASE examination set forth in Section 5 or 7, above, the Employer will reimburse the employee for the cost of the examination.

Section 9. Lead Person Hourly Differential

In the event the Employer exercises its Article 18, Section 4 right to designate a Lead Person, the Employer will provide that employee an hourly differential of fifty cents (50¢), while he/she is serving as a designated Lead Person.

Section 10. Night Shift Differential

For Employees hired before October 6th, 1995, an hourly differential of twenty five cents (25 cents) will be paid for any hours worked from 1:00 p.m. to 6:00 a.m.

For employees hired on or after October 6th, 1995, an hourly differential of twenty five cents (25 cents) will be paid for any hours worked from 2:00 p.m. to 5:59 a.m.