



## **201 ABG Bargaining Committee and Avis Budget Group Reach Tentative Agreement (TA)**

### **Ratification Vote on September 25<sup>th</sup>**

Español & Français @ Local201.org

Throughout negotiations members at Avis Budget demonstrated their solidarity, unity, and most importantly their willingness to fight for a fair agreement. These actions had a tremendously positive impact at the bargaining table. The Company took hard line positions, but the Bargaining Committee was successful in getting them to move as a result of the membership's actions. The Bargaining Committee reached a Tentative Agreement (TA) on September 7<sup>th</sup> at 9pm. The TA does not give the Company anything back, we neither offered or agreed to any concessions to management. We only agreed to improvements. The following summary explains the updates and modifications to the Contract which will be voted on by members at Avis Budget on September 25<sup>th</sup>. This TA is unanimously recommended by the Local 201 ABG Bargaining Committee. We encourage you to read this summary, attend the informational meeting on Friday September 15<sup>th</sup>, and vote "YES" to ratify this Tentative Agreement on September 25<sup>th</sup>.

#### **Article 11 - Discipline: *Fairer treatment***

It was important that we reduce the time frame in which the Company can go back in time to write you up. The language in the contract gave the Company excessive reach – they could go back 45 days for write ups. The TA would significantly reduce that period to ten days. TA'd language reads as follows: ***"Company must present to the employee any problem that may lead to discipline within ten (10) of the employee's scheduled worked days from the Company's knowledge of the problem, attendance infractions excluded. Where an extension of time to investigate matters further is warranted, the Company shall not be unreasonably denied. Where a dispute arises, the parties agree to mediate any dispute through the grievance process."***

#### **Article 13 - Seniority**

1. The minimal changes to seniority only pertain to RSA and Lead roles. When upgrading into the RSA classification, members maintain their bargaining unit seniority for purposes of lay off and transfer, but for shift and vacation bidding a member's seniority is based on date of entry into the classification, and that remains the same in this TA. However, if an RSA left the classification to go to another such as CSR, Shuttler, SA, shift and vacation bidding is elected based off of bargaining unit seniority. The change to the RSA classification seniority only affects an RSA who leaves to go to another classification. The TA would add language to be fair for all: ***"For the purpose of shift and vacation bid preferences, seniority shall be by the date of entry in the job classification or the lead function. Exiting the classification shall be the same as mentioned above."*** For example, if this is ratified, if an RSA exits the classification into the CSR, Shutter, or SA classifications, vacation and shift bidding would be based on date of entry into the new classification for the former RSA.

2. Leads should not be punished when they voluntarily drop the lead role or are involuntarily removed by management. We felt this could be used to coerce leads, and thus affect the whole group negatively. We proposed a new section to the contract, Section 1(A), which puts an end to the current practice of having to decide within 90 days if you wanted to maintain the lead function or drop it with no loss of classification seniority. Now, anytime a member wants to drop the lead function they will slot back in based on total seniority, either bargaining unit or classification. NEW Section 1(A) reads: ***"For lead roles, for the purpose of shift/vacation bid preference it shall be classification seniority. Upon exiting the lead function, in cases where classification seniority exists, there shall be no loss of either classification or bargaining unit seniority."***

3. During the Pandemic, it was extremely difficult to enforce our contract without a chief steward on site. In order to avoid this in the future, we secured language similar to language in our other contracts. Again, we proposed a new section, Section 1(B) which reads: ***"For purpose of lay-off the chief steward shall be considered to have the highest seniority in the bargaining unit."*** This is ONLY for lay off, so that we can make sure we have someone at work fighting to get members recalled.

#### **Article 14 - Working Hours and Overtime: *Improvements***

We received many member surveys that asked to end the practice of having to be at work for 8.5 hours when we only get paid 8, or for 10.5 hours when we only get paid for 10. Our lunch break was 30 minutes paid, and 30 minutes unpaid. The Union proposed to the Company to conduct break elections prior to every shift bid so members could choose whether they had a 1-hour lunch break (half hour paid, half hour unpaid) OR a half hour lunch break, paid. The Company refused to hold these elections, however the Company countered ***"regular full-time employees shall be scheduled for a***

**shift totaling forty (40) hours per week, inclusive of a thirty (30) minute paid break".** Therefore, we will no longer have to be at work for an extra half hour unpaid.

The TA would also reduce the amount of mandatory overtime the Company can force from 24 hours (!) down to 10 hours a week. Although the Company has not forced mandatory OT in a long time, we need to be protected from those forced excessive hours in the event the Company exercises mandatory OT.

Throughout these negotiations the Union consistently proposed eliminating variable shifts/start times. The Union also sought to address the issue of not having some form of a relief schedule to allow for increased approval for post-bid time off, particularly during the popular vacation weeks. The Company counter-proposed **having 80% of the workforce on unassigned shifts! No way!** We settled on adding 2 unassigned shifts to the bid on a trial basis, to see if it can help on these issues. This trial is in a special letter (Memorandum of Understanding) and will not be written in the contract as either party may cancel the trial with proper notice. The language reads:

**"On a trial basis during the next scheduled shift bid, the Company agrees to a maximum of two (2) unassigned shifts, per job classification, for purposes of covering vacation time off.**

- (a) Unassigned shifts, shall be utilized within the classification and in one-week increments.**
- (b) All employees working an unassigned schedule shall have a base schedule to work in the event that no time-off is being covered.**
- (c) All unassigned shift employees will be notified of schedule changes a minimum of two (2) weeks in advance.**
- (d) In the event there is more than one unassigned shift employee by classification, seniority shall prevail for selection of unassigned shift coverage.**

**Either party may cancel the above trial unassigned shift schedules with at least thirty-days' notice prior to the next shift bid."**

**Article 19- Retirement:** *Dollar-for-dollar match up to 6% for all non-pensioned employees, increase for active pensioned members*

The Union sought to eliminate the different tiers of the Company-sponsored 401k plan. Effective 2018, new hires covered under the current agreement were only eligible to receive \$0.50 match for every dollar the employee contributed to their 401k, up to a maximum of 6% of income. The TA would remove this language and double the retirement benefit for those members. If the TA is ratified, all non-pensioners are eligible to receive a dollar-for-dollar matching contribution, up to the legal limit of 6% of income.

Pension improvements prospectively are as follows:

<b>Effective 7/1/23 for those hired prior to 4/1/91</b>	<b>Effective 7/1/23 for those hired after 4/1/91</b>
<b>7/1/23: \$33.00</b>	<b>7/1/23: \$32.00</b>
<b>7/1/24: \$34.00</b>	<b>7/1/24: \$33.00</b>
<b>7/1/25: \$35.00</b>	<b>7/1/25: \$34.00</b>
<b>7/1/26: \$36.00</b>	<b>7/1/26: \$35.00</b>

**Article 20 - Vacation:** *Increased Flexibility for Employees, Roll over 5 unused days after 10 years*

The Committee was successful in reducing the amount of service needed to be eligible to use vacation in single and half day increments from, **"ten (10) years down to five (5) years."** This increases the flexibility members will have to take time-off when it is convenient for them.

The following changes are in addition to the current language in Section 2: **"...The vacation schedule as posted on January 1<sup>st</sup> of each year shall remain in effect and can only be changed after the date by mutual agreement..... The Company will endeavor to schedule the employee's vacation at the time of his or her choosing and, in the event of a conflict among employees employed at the same location in their request for vacation time off, preference will be given on the basis of seniority..... Emergencies that are requested with less than two weeks' notice will be considered for approval on a case-by-case basis. The Company agrees that insofar as possible in maintaining operational efficiency to allow as many employees as possible in each job classification to select vacations during the prime vacation period."**

Another issue for the Committee was that if vacation and personal time can be denied, it should not be subjected to "either use it or lose it." We settled on the following; **"Employees with ten (10) or more years of service may carry over a maximum of five (5) vacation days into the next calendar year. Such days must be used no later than March 31 of the next calendar year or they will be forfeited. Every effort should be made to use earned time in the year it is accrued."** The Company was unwilling to allow employees with less than 10 years of service to carry over earned unused vacation

time. However, if vacation time is unreasonably denied, the Company's decision should be grieved based on the new language secured in the TA.

**Article 21 - Holidays: More Personal Days for Members With Less Than 10 Years**

As you all know, currently there are two different categories for holiday and personal day allotment:

**Those hired prior to 2013** had 10 holidays and 3 personal days totaling 13.

**Those hired after July 1, 2013**, had 6 holidays, and after 1 year an additional 3 personal days totaling 9, after 5 years an additional 2 personal days totaling 11.

The significant change in holidays is in the first allotment: **"For all current Full-time employees hired prior to January 31<sup>st</sup> of 2020, with seniority shall be eligible"** for 13 holidays. We also exchanged Patriots Day (3<sup>rd</sup> Monday of April) for **Juneteenth** (June 19<sup>th</sup>).

**Article 22 – Sick Leave: Additional Sick Day**

The TA secured **an additional sick day**. During an employee's first year sick time was increased from 6 days to 7 days. After 1-year, sick leave was increased from 7 days to 8 days. After 5 years, maximum sick leave accrual was increased from 8 days to 9 days per year.

**Article 31 – Duration: A Shorter Contract**

Five years is just too long to wait to get back to the table. The TA will reduce the length of the Contract from **5 years to 4 years**.

**Appendix "A" - Wages**

**Techs: ASE \$ Increase, Increase to Minimum Rate, Tool Allowance Increase**

**Increases to the Tech's ASE certifications:**

- 1<sup>st</sup> ASE **\$0.75**
- 2<sup>nd</sup> ASE **\$0.75**
- 3<sup>rd</sup> ASE **\$0.75**
- 4<sup>th</sup> ASE and up (max of 8): **\$1.50**

**Minimum Rates for Techs will be improved as follows:**

2018 - 2023 Contract	<i>Increased to</i>	2023 - 2027 TA
Tech "A": \$22.40		Tech "A": <b>\$25.00</b>
Tech "B": \$19.40		Tech "B": <b>\$22.00</b>
Tech "C": \$16.65		Tech "C": <b>\$19.00</b>

**Tool Allowance:** Increase from \$450 to **\$550** a year

**Leads:** Added Increase - Increase from \$1.25 to **\$ 1.50** hourly adder

**Night Shift Differential Hourly Adder:** Increased

	2018 - 2023	2023 - 2027 TA Increase
Start on or After 2pm and Before 10pm:	\$0.60	<b>\$0.65</b>
Start on or After 10:00pm and Before 4am:	\$0.80	<b>\$1.20</b>

**General Wage Increases For All: \$4.25 over 4 years**

The Company's first wage proposal was even less than the increases secured in prior contracts. We threw those proposals in the garbage where they belonged. After a historic cost of living crisis, rising rents, and prices, and record-breaking years for the business - we demanded a larger increase than the Company has ever offered. Eventually the Company offered a \$0.75 increase and told us that amount would be the most the Company had ever given. It was not enough, and we made sure they knew it. We kept pushing until the Company would not move another nickel. What we settled on was increases totaling \$4.25 over the 4-year agreement scheduled as follows:

Eff. 7/01/2023: <b>\$0.75</b>	Eff. 2/01/2024 <b>\$0.50</b>	<b>YR 1 + \$1.25</b>
Eff. 7/01/2024: <b>\$0.50</b>	Eff. 2/01/2025 <b>\$0.50</b>	<b>YR 2 + \$1</b>
Eff. 07/01/2025: <b>\$0.50</b>	Eff. 2/01/2026 <b>\$0.50</b>	<b>YR 3 + \$1</b>
Eff. 07/01/2026: <b>\$0.50</b>	Eff. 2/01/2027 <b>\$0.50</b>	<b>YR 4 + \$1</b>

## **Special Informational Meetings for Avis Budget 201 Members**

Join the members of the ABG bargaining committee for an informational meeting:

**Friday, September 15<sup>th</sup>**

**On the Hour Every Hour**

**10am – 4pm (Last meeting starts at 3pm)**

@ Community Room (CLMCR): lower level of the Rental Car Center at Logan

## **Next 201 Membership Meeting (All Bargaining Units Welcome)**

September 19<sup>th</sup> 12:30 & 3:30 pm at Union Hall or on Zoom



## **Contract Ratification Vote: September 25<sup>th</sup>**

**Logan Airport:** Community Room (CLMCR): lower level of the Rental Car Center at Logan

6am - 4pm

**Union Hall:** 112 Exchange St. Lynn, MA 01902

8am – 4:30pm

**ABG HQ** Mechanic Break Room

1pm - 2pm

**Members Scheduled to Work Downtown 9/25:** The Company has agreed to release you during your shift to go vote at Logan.

**Your Union Bargaining Committee unanimously recommends that you vote “Yes” to ratify the Tentative Agreement and secure these improvements on September 25<sup>th</sup>.**

**- Local 201 ABG Bargaining Committee -**

**Adam Kaszynski, Charlie MacDonald, Jessica Kernizan, Justin Richards,  
Kamau Hashim, Karim Alous, Lea Stefanakis, Mukhtar Abdul, Rudy  
Turcios, Samantha Sanchez**

**9/13/2023**

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