# **AVIS/BUDGET**

## CAR RENTAL SERVICES, INC.

&

AVIS RENT A CAR SYSTEM, INC

and

# **IUE-CWA LOCAL 201**

Boston, Massachusetts

Rental Sales Associates, Service Agents,

Customer Service Representatives,

Technicians, PDI, Tire & Lube and Airport Shuttlers

July 1, 2023 - June 30, 2027

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#### PREAMBLE

This agreement is entered into by and between AB CAR RENTAL SERVICES, INC. (hereinafter referred to as the "Company' or the "Employer"), AVIS RENT A CAR SYSTEM, LLC. (hereinafter referred to as the "Company" or the "Employer"), on the one hand, and the IUE-CWA, the Industrial Division of the Communications Workers of America, AFL-CIO, Local 201, (hereinafter referred to as the "Union"), on the other hand, to provide for orderly collective bargaining relations, to secure prompt and equitable disposition of grievances and to establish fair wages, hours and working conditions for the employees by this Agreement.

For good and valuable consideration, the parties agree as follows:

#### ARTICLE 1 Recognition

Section 1 AB Car Rental Services, Inc. agrees to recognize and does hereby recognize the Union as the exclusive representative and collective bargaining agent for all full-time and regular part-time Rental Sales Associates, Service Agents, Customer Service Representatives and On-Airport Shuttlers employed at AB Car Rental facility located at the Boston Logan International Airport, and/or all full-time and regular part-time Technicians, PDI, Tire and Lube employees employed at AB Car Rental's facility located at 375 McClellan Highway, excluding all other employees, including all office clerical employees, confidential and professional employees, guards, managers and supervisors as defined in the National Labor Relations Act.

<u>Section 2</u> Avis Rent A Car System, LLC agrees to recognize and does hereby recognize the Union as the exclusive representative and collective bargaining agent for all full-time and regular part-time Rental Sales Associates and Service Agents employed at Avis's facility located at Government Center and Clarendon Street, Boston and the Charles Hotel, Cambridge, excluding all other employees, including all office clerical employees, confidential and professional employees, guards; managers and supervisors as defined in the National Labor Relations Act. This shall be a separate bargaining unit as that set forth in Section 1 above.

<u>Section 3</u> The Company agrees not to enter into any other agreement with employees in the bargaining unit, either individually or collectively, verbally or in writing, which in any way conflicts with any of the terms and provisions of this Agreement. Any such extra contractual agreement shall be null and void.

#### ARTICLE 2

#### **Union Security**

All present employees of the Company, and those who in the future enter the bargaining unit, on the thirtieth (30th) day following the beginning of such employment, or the date of the execution of this Agreement, whichever is later, shall be and continue to remain members of the Union in good standing as a term and condition of employment (or in lieu of such Union membership, pay to the Union an equivalent service charge). Any employee hired or transferred into the bargaining unit on or after the effective date of this Agreement and covered by this Agreement, shall be required as a condition and term of employment to become a member of the Union, on and after the thirtieth (30th) day following their transfer or beginning of employment and maintain their membership for the life of this Agreement (or in lieu of union membership, pay the equivalent agency fee).

#### ARTICLE 3 Check Off

Section 1 The Company, during the life of this Agreement, agrees to make the deductions for the convenience of the Union and its members, of dues (or in lieu of such Union membership, pay to the Union an equivalent service charge) of each employee who signs an "Authorization for Dues Check Off" form as shown in Appendix B of this Agreement or an "Agency Fee Check-Off' form as shown in Appendix C. Deductions shall be paid to the International Union Secretary-Treasurer, together with a list showing the names of the employees from whose pay deductions were made from their weekly or bi-weekly pay rate, and the amount of each deduction. Dues deduction shall be made per pay period, provided no deduction shall be made from the pay of any employee for any week in which the employee's net earnings (after deductions for withholding and social security taxes, etc.) are less than the amount of dues to be checked off.

Section 2 COPE: The Company agrees to deduct each pay period, a specific amount of money, from the wages of employees as they voluntarily authorize on forms provided by IUE-CWA Local 201 and transmitted to CWA COPE. These deductions shall be accumulated monthly and transmitted by the last pay period of each month, along with a list of names, Social Security numbers and the amount deducted for each employee.

#### ARTICLE 4 No Strike- No Lockout

It shall be the intention of the parties to settle all differences between the Company and the Union through grievance machinery and arbitration in accordance with the provisions of this Agreement. Therefore, the Company agrees that they will not lock out their employees, and the Union agrees that it will not sanction a strike, slowdown or work stoppage by the employees covered by this Agreement during the life of this Agreement.

#### ARTICLE 5

#### Information

The Company will provide the Local Union, on a monthly basis an updated list of all bargaining unit employees, setting forth each such employee's home address, job classification, date of hire, seniority date, status (e.g., full-time, part-time, leave of absence, etc.), pay rate and WWID number for identification purposed. The Company will copy the Local Union on layoff and recall notices.

#### ARTICLE 6

#### Anti-Discrimination

The Company, either in hiring, promoting, advancing, assigning to jobs, or with respect to any other terms or conditions of employment, will not discriminate against any employee because of Union membership or activity authorized by the Union, which is not in violation of this contract, age, gender, race, creed, color, marital status, disability, veteran status, national origin, sexual orientation, gender identity or religion.

#### ARTICLE 7

#### Management Rights

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

#### ARTICLE 8

#### **Union Rights**

<u>Section 1</u> The Company will permit Union officials reasonable access to the Company's premises at reasonable times for the purpose of administering the terms of this Agreement. The Union official may be permitted access to the Company's premises during normal business hours and secure management approval to remain on the premises. Union access to the Company's premises shall not be unreasonably withheld. In no event shall the Company's operation be disrupted.

<u>Section 2</u> The Company will make available to the Union a bulletin board for its use, provided that the use of such bulletin board shall be restricted to the posting of notices regarding Union

meetings, Union policies, internal Union elections and the results thereof, and social and recreational events of the Union. Union boards will be placed in a location that is visible to all employees. Placement of the Union bulletin board will be in a location mutually agreed to by the Company and the Union. Nothing detrimental to the Company or its personnel may be posted.

<u>Section 3</u> The Company agrees to grant necessary time off, without pay or loss of seniority, to the Chief Steward or Stewards to attend to official Union business (monthly meetings), up to a maximum of twenty-four days (24) per calendar year. The Company shall be notified, in writing, at least thirty (30) calendar days in advance of the Union's intention or as soon as the Union is aware if business needs permit. The notice will specify the length of time off. Additional time off may be granted for the Educational Seminar and other Union conventions. It is understood that such requests may be denied if adequate staffing levels are not in place. The Company agrees that requests under this section will not be unreasonably denied.

#### ARTICLE 9

#### **Shop Stewards**

<u>Section 1</u> The Company recognizes the right of the Union to appoint or elect a Chief Steward and stewards for the bargaining unit. The Union must notify the Company in writing of the name of the Chief Steward and stewards.

<u>Section 2</u> The Company recognizes that the Chief Steward and the Business Agent (or his/her designee) have the responsibility to administer the Agreement and to, investigate witnesses. The authority of the Chief Steward and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- (a) The investigation and presentation of grievances to the Company or the designated Company representative in accordance with the provisions of the collective bargaining agreement.
- (b) The collection of dues when authorized by appropriate local Union action:
- (c) The transmission of such messages and information which shall originate with and are authorized by the Local Union or its offices, provided such messages and information:
  - 1. have been reduced to writing; or;
  - 2. if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusals to handle goods or any other interferences with the Company's business.

<u>Section 3</u> The Chief Steward and Stewards shall have no authority to take unauthorized strike action, slow down, work stoppage, or any other action that seriously interferes with or disrupts the Company's business or operation in violation of this Agreement. In so

recognizing such limitations, the Company shall have the authority to discipline, including discharge from employment.

<u>Section 4</u> Time spent in grievance meetings by the Chief Steward and Stewards during such employee's regularly scheduled hours will be paid. With prior management approval, the Chief Steward and Stewards will be given up to thirty (30) minutes prior to the Step 1, Step 2 and Step 3 meetings in order to investigate and/or confer with the employee and Business Agent (or designee). It is recognized that the Employer has the right of determination as to when a Chief Steward and Stewards may be off the job for the purpose of conducting the investigation of a grievance. It is understood and agreed that the Chief Steward and Stewards shall not disrupt the operations of the business and shall receive management approval prior to leaving their workstation in order to conduct an investigation or participate in a grievance meeting. Such permission shall not be unreasonably withheld.

#### ARTICLE 10

#### **Grievance and Arbitration Procedure**

<u>Section 1</u> A grievance is hereby defined as a claim against, or a dispute with, the Company by an employee, or the Union, involving the interpretation or application of the terms of this Agreement.

<u>Section 2</u> Grievances shall be handled in the following manner:

- (a) An employee (or at their request, the Chief Steward, or their designee) having a grievance may take it up with their Airport Manager or respective manager within seven (7) calendar days, excluding weekends and holidays, from the happening (or reasonable knowledge) of the event giving rise to the grievance. The Airport Manager or respective Manager will render their verbal decision within seven (7) calendar days, excluding weekends and holidays.
- (b) Any grievance not resolved in Step 1 to the satisfaction of the grievant shall be reduced to writing and set forth the specific facts on which the grievance is based, the specific Article of the Agreement alleged to have been violated and the relief sought. The grievance shall be presented to the District Manager or respective manager by the Chief Steward and/or their designee, who will be present for the meeting, within ten (10) calendar days, excluding weekends and holidays, after receipt of the manager's Step 1 decision. The District Manager or respective manager will render their decision in writing within ten (10) calendar days, excluding weekends and holidays, after presentation to them. If the District Manager's answer is not satisfactory to the grievant, the grievance may be taken to Step 3.
- (c) The written grievance, together with the District Manager's or respective manager's answer thereto, may be presented by the aggrieved employee and/or a full-time representative of the Union to the City Manager within fifteen (15) calendar days, excluding

weekends and holidays, following the date on which the District Manager or respective manager rendered their Step 2 decision. The Chief Steward (or their designee) and the Business Agent (or their designee) will be present for this meeting. The City Manager will render their decision in writing, with a copy to the Union, within fifteen (15) calendar days, excluding holidays and weekends, after presentation to them. Discharge cases may be appealed directly to Step 3 if the appeal is made within five (5) working days, excluding holidays and weekends, of the discharge.

<u>Section 3</u> It is understood and agreed that the limits herein specified may be extended or steps in the grievance procedure may be bypassed upon mutual agreement of the parties in writing.

<u>Section 4</u> If the parties are unable to resolve the grievance as set forth in Section 2 above, the Union shall request a panel, at its own expense, from the Federal Mediation and Conciliation Service of seven (7) arbitrators from the National Academy of Arbitrators. Such request shall be made within thirty (30) calendar days of the Company's written decision in Step 3 above and with the panel request to be sent by email to the City Manager. The parties shall have a total of thirty (30) calendar days to alternately strike arbitrators until a single arbitrator remains. Jurisdiction of the Arbitrator is limited to the rendition of a decision or award in writing which in no way modifies, adds to, subtracts from, alters, changes, removes, or amends any term or condition of this Agreement or which is in conflict with the provision of this Agreement. The decision of the Arbitrator shall be based solely on the evidence presented to him by the respective parties in the presence of each other, and any argument in exchanged written briefs, if any.

<u>Section 5</u> The fees and expenses of the Arbitrator, and all mutually agreed upon facilities and services, shall be borne equally by both parties.

#### ARTICLE 11 Discipline

Employees who have completed their probationary period will be disciplined or discharged only for just cause. Copies of all discharge letters will be sent to the Union by email. The Company must present to the employee any problem that may lead to discipline within ten (10) days of the employee's scheduled worked days from the Company's knowledge of the problem, attendance infraction 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 disputes through the grievance process.

#### ARTICLE 12 Drug and Alcohol Testing

<u>Section 1</u> The Company has the right to have employees tested for drug and/or alcohol usage for reasonable suspicion or post-accident at a testing facility pursuant to standard testing and chain of custody protocols. The Company will make a reasonable effort to inform the Steward of the need for testing if they are on duty at the time the determination is made.

<u>Section 2</u> The Company will pay the costs associated with such testing. If the employee tests negative, the Company will pay the employee for lost work time. If an employee is found to be under the influence of drugs and/or alcohol, the employee will be terminated. Employees who refuse to be tested are considered terminated.

#### ARTICLE 13 Seniority

Section 1 For the Service Agent, Customer Service Representative, Airport Shuttler, PDI, Tire and Lube and Technician job classifications, for the purpose of shift and vacation bid preferences, seniority shall be by date of entry into the bargaining unit. For the Rental Sales Associate and Lead RSA job classifications, for the purpose of shift and vacation bid preferences, seniority shall be by date of entry in the job classification or Lead function. Exiting the classification shall be the same as mentioned above. Layoff and recall from job classification shall be by bargaining unit seniority. For the purpose of benefit eligibility, the employee's last date of hire by the Company will be used. With respect to benefits reserved solely for full-time employees, the employee's last date of hire as a full-time employee will be used.

<u>Section 1 (A)</u> 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.

<u>Section 2</u> New employees shall be probationary for the first ninety (90) days of employment. An additional thirty (30) day probation beyond the ninety (90) days may be granted, if requested by the company, by mutual agreement. During this period, they may be discharged for cause. Upon completion of the probationary period, the new employee shall attain seniority status, which shall be computed from date of hire. A probationary employee shall not be eligible for any benefits under this Agreement until after the completion of the probationary period, other than wage rates and access to the Grievance Process up through Step 2.

<u>Section 3</u> The selection of an employee by job classification for layoff and recall shall be based upon the employee's bargaining unit seniority date. Each employee shall be required to keep the Employer informed of their current home address. When layoff recall or shift change occurs, the Company shall give five (5) days' notice or pay in lieu (layoff) to the employees. The Union will be notified of layoff and recall of employees by letter. The Employer will not hire into a job classification where an employee(s) is on layoff from the classification.

<u>Section 4</u> An employee shall cease to have seniority rights, and therefore be considered terminated, if the employee;

- (a) quits the Employer or retires;
- (b) is discharged for just cause;
- (c) does not return to work within seven (7) calendar days after receipt of a recall notice by the Employer sent by Certified Mail, Return Receipt Requested to the last address on file with the Employer, with a copy sent to the Union by Regular Mail, unless the employees have a reasonable excuse, in the Company's discretion;
- (d) is laid off for a continuous period of twelve (12) months and not applicable to new hire probationary employees; and
- (e) fails to return from an approved personal medical leave of absence, up to a maximum of twelve (12) months.

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

<u>Section 4 (A)</u> For purposes of layoff, the chief steward shall be considered to have the highest seniority in the bargaining unit.

<u>Section 5</u> A list of employees in the order of their seniority shall be posted in a conspicuous place at the place of employment. The Company will provide the Union, upon written request, the seniority list.

<u>Section 6</u> Part-time employees are those who are regularly scheduled to work twenty (24) or less hours in a week. The days and hours to be worked by part-time employees shall be designated by the Company. Part-time employees shall accrue seniority on a separate seniority list. Part-time employees will be laid off and recalled by their bargaining unit seniority date and will be laid off prior to full-time employees in the applicable job classification. Nothing in this section prevents the Company from offering part-time hours to a full-time employee on lay-off on a voluntary basis.

<u>Section 7</u> In the event there is a vacancy to be filled within the bargaining unit and no employee has prior recall rights to the job through layoff, the Employer shall post such vacancy for three (3) days and those employees who are interested may sign up on the posting indicating their desire to be considered. Employees who are interested in being considered for job classifications within the bargaining unit should inform the respective District Managers as to their desire in writing. In the event two (2) or more interested employees are qualified, seniority will be the determining factor. Employees who are promoted to a higher rated classification will be evaluated for the first ninety (90) days after transfer. In the event such employee's

performance proves to be unsatisfactory during the first ninety (90) days and the employee has seniority to displace an employee with less seniority and if there is neither an opening nor a less senior employee on the job, then the employee may exercise their seniority to displace the lowest senior person in the highest classification for which they are qualified.

#### ARTICLE 14

#### Working Hours and Overtime

<u>Section 1</u> It is understood and agreed that because of the nature of the Employer's business, the operation shall be on a twenty-four (24) hour, seven (7) day a week basis. It is further understood that the Employer shall have the right to establish various shifts whether they be day, night or Sunday in order to cover all phases of its business.

<u>Section 2</u> Regular full-time employees shall be scheduled for a shift totaling forty (40) hours per week, inclusive of a thirty (30) minute paid break, consisting of either: (a) five (5) days at eight (8) hours each; or (b) four (4) days at ten (10) hours each.

<u>Section 3</u> Shift schedules for full-time employees, including day off, shall be bid on the basis of seniority within each bargaining unit (except for RSAs which will be based on job classification), here shall be a minimum of one (1) shift bid per calendar year. The Employer may, in its sole discretion, schedule more than the minimum number of shift bids.

Section 4 The Employer shall make a reasonable effort to make all employees aware of each shift bid by providing them with a copy, in writing, and posting electronically, at least five (5) days in advance. If an employee fails to bid and shifts are vacant at the end of the process, the Employer may assign such shifts at its discretion. The employees will begin working the new schedule on the second Saturday following the close of the bid.

<u>Section 5</u> Overtime of four (4) hours or less shall be offered in seniority order by job classification to employees who are going off duty at the time that the overtime is scheduled to begin then to employees who are coming on duty (early-in). In the event there are still insufficient volunteers, overtime shall be mandated to the least senior employee, on a rotating basis, and by job classification, to employees who are going off duty at the time that the overtime is scheduled to begin. Overtime of more than four (4) hours shall be offered in seniority order by job classification to employees, regardless whether the employee is on duty or off duty, provided the employee is available for the overtime hours needed. In the event that there are insufficient volunteers, overtime shall be mandated to the least senior employee, on a rotating basis, by job classification who is going off duty at the time that the overtime is scheduled to begin. Employees will not be required to work more than ten (10) hours of mandatory overtime per week. The Employer may also extend overtime hours to part-time employees by classification as needed.

<u>Section 6</u> All regular employees covered by this Agreement will be paid time and one-half (1 ½) for all hours worked in excess of eight (8) hours per day (in excess of ten (10)) hours per day for employees on four (4) day, ten (10) hour work schedules) and/or forty (40) hours per week. Part-time employees who work overtime (over eight (8) hours or over ten (10) hours) will receive time and one-half (1 ½) overtime pay. Holiday and vacation time paid will be considered as time worked for the purposes of overtime calculation.

#### ARTICLE 15

#### Call In and Reporting Pay

Regular scheduled full-time employees called in or called back outside of their regular scheduled shift shall be paid at the applicable wage rate, but not less than four (4) hours at the employee's regular rate of pay. Employees who report for work at the regular starting time on their shift when they have not been notified prior to the end of the preceding work day and for whom work is unavailable shall be provided, except in the case of an Act of God, with eight (8) hours work or eight (8) hours pay in lieu thereof at their regular rate of pay or ten (10) hours if that is the regular schedule.

#### ARTICLE 16

#### **Higher Rated Work**

Employees normally shall be assigned to work in their own classification. In the event of an emergency or shortage of work, the employee may be assigned to other work, but if it is higher rated work, the employee will be compensated the difference between the start rate for their current job classification and the start rate for the higher classification they are temporarily assigned to all hours worked in that classification.

#### ARTICLE 17

#### Leave of Absence

<u>Section 1</u> Any employee desiring a personal leave of absence from their employment shall secure written permission from the Employer. Except as otherwise provided in this Article, the maximum leave of absence shall be for thirty (30) days and may be extended for like periods, to a maximum of ninety (90) days, If approved by the Company. Written permission for such extended periods shall be secured from the Employer.

<u>Section 2</u> Appropriate leaves of absence will be in accordance with Federal, State or City compliance as required.

Section 3 Any employee who is unable to work because of sickness or injury shall be deemed to be on leave of absence if approved by the Company. Such leave will not exceed ninety (90) days, unless extended by written consent of the Employer. Such extension shall not be unreasonably withheld and, in no event, will such medical leave exceed twelve (12) months. Time off in excess of thirty (30) days due to an approved leave of absence other than for sickness or injury shall not be accumulative for vacation purposes. Regular full-time employees off the job due to illness or injury shall accumulate vacation rights only during the first ninety (90) days of such approved leave of absence.

<u>Section 4</u> The Company will pay holiday pay for any holiday(s) that falls within ten (10) days from the date the employee begins their leave of absence.

<u>Section 5</u> A leave of absence as provided in this Article shall not result in the loss of seniority rights. It is recognized, that no employee will engage in any outside employment during a medical or injury leave of absence. It is further recognized that no employee shall engage in outside employment during a personal leave of absence, unless the prior approval of the Company has been obtained at the time the personal leave of absence is approved by the Company.

<u>Section 6</u> Any employee injured during the course of the workday which requires medical attention by a doctor and/or surgical attention will be paid their average hourly earnings for the time lost on the day of the accident for such treatment, or for the remainder of that day.

#### ARTICLE 18

#### Health and Welfare

<u>Section 1</u> Eligible full-time employees and their qualified dependents may participate in the Employer's Comprehensive Health, Dental, Vision, Short- and Long-Term Disability and Life Insurance Plans. Employees will be governed by the rules and regulations of said Plans and will make the necessary contributions as established by the Employer.

<u>Section 2</u> For employees who do not opt into the Company STD plan, an Accident and Sickness benefit will be paid to full-time employees up to a maximum of twenty-six (26) weeks in the case of non-occupational illness or accident, as follows:

• Earning more than \$16.00/hour: \$200.00 per week.

Such payments will take effect on the eighth (8th) day of illness, unless hospitalized, then it will be on the first (1st) day. Sick leave will be utilized prior to this benefit.

#### ARTICLE 19 Retirement

<u>Section 1</u> Effective with contract ratification, on a voluntary basis, current employees under this Agreement are eligible to participate in the AB Car Rental Services, Inc. Retirement Savings Plan for Bargaining Employees (401k). Employees here will receive a matching contribution of \$1.00 for every \$1.00 contributed, up to a maximum of 6% of eligible income.

<u>Section 2</u> Effective with contract ratification, on a voluntary basis, current employees hired before April 18, 2008, and who are in the Avis Pension Plan for Bargaining Hourly employees, are eligible to participate in the AB Car Rental Services, Inc. Retirement Savings Plan for Bargaining Employees (401k) with no match.

#### <u>Section 3</u> Avis Pension Plan for Bargaining Hourly Employees Only

Effective April 1, 1996, for all years of service from January 1, 1983, full-time employees will have their level of benefit increased from thirteen dollars (\$13.00) per month per year of credited service. Effective April 1, 1997, increase to fourteen dollars (\$14.00) per month per year of credited service. Effective April 1, 1997, increase to fifteen dollars (\$15.00) and effective April 1, 1998, increase to sixteen dollars (\$16.00). Effective March 13, 2002, this amount will increase to \$17.00 per month. Effective April 1, 2005, this amount will increase to \$18.00 per month. Effective April 1, 2008, this amount will increase to \$19.00 per month. All benefit levels shall be effective for each credited year of employment in accordance with the terms of the Plan. Effective April 1, 2012, solely for employees hired prior to April 1, 1991, this amount will increase to \$20.00 per month for service accrued retrospectively. Effective July 1, 2013, solely for employees hired prior to April 1, 1991, this amount will increase to twenty-four dollars (\$24.00) per month for service accrued prospectively. Effective July 1, 2015, solely for employees hired prior to April 1, 1991, this amount will increase to \$20.00 per month for service. Effective July 1, 2015, solely for employees hired prior to April 1, 1991, this amount will increase to twenty-four dollars (\$24.00) per month for service accrued prospectively. Effective July 1, 2015, solely for employees hired prior to April 1, 1991, this amount will increase to \$20.00 per month for service.

Effective July 1, 2018, solely for full-time employees hired prior to April 1, 1991, will have their level of benefit increased prospectively as follows:

Eff. 7/1/18: \$27.00 Eff. 7/1/19: \$28.00 Eff. 7/1/20: \$29.00 Eff. 7/1/21: \$30.00 Eff. 7/1/22: \$31.00

Effective April 1, 2012, solely for employees hired on or after April 1, 1991, this amount will increase to twenty dollars (\$20.00) per month for service accrued prospectively after April 1, 2012. Effective April 1, 2013, solely for employees hired on or after April 1, 1991, this amount will increase to twenty-one dollars (\$21.00) per month for service accrued prospectively after April 1, 2013. Effective July 1, 2014, solely for employees hired on or after April 1, 1991, this amount will increase to twenty-four dollars (\$24.00) per month for service accrued prospectively after April 1, 2014. Effective July 1, 2015, solely for employees hired on or after April 1, 1991, this amount will increase to twenty-five dollars (\$25.00) per month for service accrued prospectively after April 1, 2014. Effective July 1, 2015, solely for employees hired on or after April 1, 1991, this amount will increase to twenty-five dollars (\$25.00) per month for service accrued prospectively. Effective

July 1, 2018, solely for employees hired on or after April 1, 1991, this benefit amount will increase prospectively as follows:

Eff. 7/1/18: \$26.00 Eff. 7/1/19: \$27.00 Eff. 7/1/20: \$28.00 Eff. 7/1/21: \$29.00 Eff. 7/1/22: \$30.00

Effective July 1, 2023, solely for full-time employees hired prior to April 1, 1991, will have their level of benefit increased prospectively as follows:

Eff. 7/1/2023: \$33.00 Eff. 7/1/2024: \$34.00 Eff. 7/1/2025: \$35.00 Eff. 7/1/2026: \$36.00

Effective July 1, 2023, solely for employees hired on or after April 1, 1991, this benefit amount will increase prospectively as follows:

Eff. 7/1/2023: \$32.00 Eff. 7/1/2024: \$33.00 Eff. 7/1/2025: \$34.00 Eff. 7/1/2026: \$35.00

Employees credited years of allowable service for pension purposes will be changed effective April 1, 1993, from thirty (30) years to thirty-five (35) years. Effective April 18, 2008, the above Pension Plan is solely for employees hired on or before April 18, 2008.

#### ARTICLE 20

#### Vacation

<u>Section 1</u> Eligible full-time employees shall be entitled to vacation, with pay at their straight time hourly rate, following completion of their probationary period, according to the following schedule:

- (a) <u>First Year Eligibility:</u> A full-time employee who commences employment between January 1 and September 30 will be eligible for paid vacation in that calendar year after such employee completes ninety (90) days of employment. The employee will accrue one (1) day per completed calendar month after completion of their probationary period, up to a maximum of seven (7) days during that first calendar year. In order to allow time for those employees who may accrue vacation days in October, November or December, employees may carry-over a maximum of three (3) days into January of the next calendar year for use.
- (b) Second Through Fourth Year Eligibility: As of the following January (and every January

thereafter, until five years of service) a full-time employee may accrue ten (10) days paid vacation.

- (c) <u>Fifth Through Ninth Year Eligibility:</u> After five (5) years of continuous employment, full-time employees may accrue fifteen (15) days paid vacation.
- (d) <u>Tenth through Thirtieth Year:</u> After ten (10) years but prior to thirty years of continuous employment, a full- time employee may accrue twenty (20) days paid vacation.
- (e) <u>Thirtieth and Subsequent Years Eligibility:</u> After thirty (30) years of continuous employment, a full- time employee may accrue twenty-five (25) days paid vacation.
- (f) <u>Accrual Schedule for Vacation Days after the First Year:</u> Vacation days shall accrue on a monthly basis for each of the first ten (10) months in the calendar year according to the following schedule:

Month	2-4 Years	5-9 Years	10-30 Years	30 + Years
January	1 day	1.5days	2 days	2.5 days
February	1 day	1.5days	2 days	2.5 days
March	1 day	1.5 days	2 days	2.5 days
April	1 day	1.5 days	2 days	2.5 days
May	1 day	1.5days	2 days	2.5 days
June	1 day	1.5days	2 days	2.5 days
July	1 day	1.5 days	2 days	2.5 days
August	1 day	1.5 days	2 days	2.5 days
September	1 day	1.5days	2 days	2.5 days
October	1 day	1.5 days	2 days	2.5 days
Total:	10 days	15 days	20 days	25 days

- (g) An employee in an inactive/non-pay status for longer than sixty (60) days will not accrue vacation time until after such employee returns to active status.
- (h) To accommodate employee wishes to schedule vacations early in the calendar year, employees may use all or part of the vacation days for which the employee is eligible at any time during the calendar year in which it will accrue, even though such days may not have accrued at that time. In the event the employee terminates their employment prior to the actual accrual of such vacation days, pay for those "unaccrued" days shall be deducted from the employee's final paycheck.
- (i) Following the employee's fifth (5<sup>th</sup>) anniversary, the employee will begin to accrue vacation days beginning in the first full month after the anniversary at the rate of 1.5 days per

completed calendar month according to the schedule above. Following the employee's tenth (10<sup>th</sup>) anniversary, the employee will begin to accrue vacation days beginning in the first full month after the anniversary at the rate of two (2) days per completed calendar month according to the schedule above. Following the employee's fifth (5<sup>th</sup>) anniversary, in these instances, employees will be allowed to utilize single or half vacation days to a maximum of two (2) weeks, provided the employee requests the use of such day at least two (2) weeks in advance, subject to business needs.

Section 2 Vacation Schedules shall be posted for bid in the first 2 weeks of December of each year for the next calendar year. Vacations shall be selected by bargaining unit seniority (except RSA's will be by classification seniority) within each job classification in weekly increments and will be granted based on business needs. The vacation schedule as posted on January 1st of each year shall remain in effect and can only be changed after that date by the mutual agreement of all parties. Employees who fail to bid during the December 1st through December 31st vacation bid period may request vacation time after January 1st. Such requests must be submitted in writing at least two (2) weeks prior to the time requests and will be considered on a first come first serve basis, based on business needs. 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 requests for vacation time off, preference will be given on the basis of seniority. The Company will inform employees of its decision within one (1) week of the date of the request. 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.

Section 3 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. For all other employees, earned, unused vacation may not be carried over. Any earned, unused vacation time shall be paid out to the employees at the time of their separation.

#### ARTICLE 21 Holidays

<u>Section 1</u> For all current Full-time employees hired prior to January 31, 2020, with seniority shall be eligible for the following holidays:

New Year's Day	MLK Birthday Dav	President's Day	Patriot's Day	Memorial Day
July 4th	Labor Day	Thanksgiving Day	Day After Thanksgiving Day	Christmas Day

Three (3) Personal Days

For all new hire and full-time employees hired after January 31, 2020, shall with seniority shall be eligible for the following holidays:

- After completion of probation: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day
- After one (1) year employed: Three (3) additional Personal Days.
- After two (2) years employed: Two additional Personal Days.

<u>Section 2</u> Part-time employees, if scheduled to work a fixed holiday will be paid holiday pay for the hours scheduled, plus time and one-half  $(1^{1/2})$  for the hours actually worked.

<u>Section 3</u> It is recognized that employees may be required to work on the above holidays. In order to be eligible for holiday pay, an employee must have worked the last scheduled workday prior to and after the holiday, unless pre-approved by management. Employees scheduled to work on a holiday, and who fail to do so will not be paid holiday pay.

Section 4 Holiday pay will be eight (8) hours (ten (10) if applicable) of pay at the employee's regular straight time hourly rate, however, if an employee works on any of the above-mentioned holidays, they shall receive the holiday pay plus time and one-half (1½) their hourly rate for all hours worked on that day. An employee shall not be entitled to receive holiday pay if they failed to work their scheduled shift immediately preceding or following the holiday unless the absence was approved by management. An employee shall also not be entitled to receive holiday pay if they were scheduled to work on a holiday and failed to report for work. The Company reserves the right to conduct a temporary shift bid completed at a minimum of one (1) week in advance of the holiday for those employees who are normally scheduled to work that day.

<u>Section 5</u> If a holiday falls during an employee's scheduled vacation period the employee will receive an additional day off with pay.

<u>Section 6</u> Each employee must request their floating holiday in writing at least two (2) weeks in advance of the day and will be considered on a first come, first served basis, based on business needs. The Company will inform employees of its decision within one (1) week of the date of the request.

Section 7 Four (4)/Ten (10) Holiday Pay

Employees who as of May 15, 1996, are working a four (4)/ten (10) schedule will receive holiday pay at ten (10) hours for each holiday. Employees bidding to work a four (4)/ten (10) schedule after May 15, 1996, will receive holiday pay as follows:

- (a) If worked, ten (10) hours;
- (b) If scheduled but not worked, ten (10) hours;
- (c) If not scheduled and not worked, eight (8) hours.

Section 8 Holiday Banking (For former Avis employees only)

- Maintenance Presidents Day Effective April 1,1999
- Operations Day after Thanksgiving Effective 1984

<u>Note:</u> In order to bank a day, the employee must have worked on the day listed above and was paid only the holiday premium and not the eight (8) hours holiday pay which is being deferred. Further, the day the employee has selected to take off is one that will not require the Company to cover overtime.

#### ARTICLE 22 Sick Leave

Section 1 Effective with contract ratification, all current full-time employees shall be eligible to accrue eight (8) hours of paid sick leave per month, up to a maximum of nine (9) days. New hire full-time employees, after the completion of the employee's probationary period, an employee will accrue eight (8) hours of paid sick leave, up to a maximum of seven (7) days during the first year of employment. After the completion of one (1) year of employment, an employee will continue to accrue eight (8) hours of sick leave per month, up to a maximum of eight (8) days per year. After completion of five (5) years of employment, the employee will continue to accrue eight (8) hours of sick leave per month, up to a maximum of nine (9) days per year.

<u>Section 2</u> Current employees will have the option of having unused sick leave days paid off in December of each year or the ability to carry over up to four (4) additional days into the following calendar to a maximum of twelve (12) days. Employees hired after the date of ratification will have unused sick days paid out in December of each year.

<u>Section 3</u> Paid sick days will be forfeited if used in conjunction with a vacation, where the sick day falls on the scheduled day prior to or immediately following a vacation day(s), unless substantiated by a doctor's note. However, use of scheduled personal days is permissible.

## ARTICLE 23

#### Job Posting

In the event there is a vacancy to be filled within the bargaining unit and no employee has prior recall rights to the job through layoff, the Employer shall post such vacancy, in writing and electronically, for five (5) days and those employees who are interested may sign up on the posting indicating their desire to be considered, Employees who are interested in being considered for job classifications within the bargaining unit should inform the respective District Managers as to their desire in writing. In the event two (2) or more interested employees are qualified, seniority will be the determining factor. In the event an employee proves to be unsatisfactory during the first ninety (90) days and the employee has seniority to displace an employee with less seniority and if there is neither an opening or a less senior employee on the job, then the employee may exercise their seniority to displace the lowest senior person in the

highest classification for which they are qualified. Any employee promoted to a higher rated job classification shall be paid at a rate of their current rate of pay plus the difference between the start rate of their former position and the start rate of the new position. Likewise, any employee demoting to a lower rated job classification shall be paid at a rate of their current rate of pay less the difference between the start rate of their former position and the start rate of the new position.

#### ARTICLE 24 Jury Duty

Employees who have completed their probationary period and are called for jury duty will be paid the difference between their normal hourly rate of pay and the jury duty pay for a maximum of ninety (90) days if the hours for jury duty actually conflict with the employee's schedule (Parttime employees will be paid any difference if jury duty is during the employee's regular scheduled work hours). Employees must present proof of summons and a receipt for payment. Jury duty make up shall not exceed the regular scheduled day's pay in anyone (1) day. When an employee is released early from jury duty and four (4) or more hours remain in the employee's shift, the employee will be expected to return to work. Failure to do so will result in no payment of any wages for that day.

#### ARTICLE 25 Military Pay

The Company will pay an employee who has completed one (1) year of employment the difference between regular pay and military pay up to a maximum of sixteen (16) days per year.

### ARTICLE 26

#### Bereavement

Employees who have completed their probationary period shall be granted three (3) days off with pay for death in their immediate family. The Immediate family shall be considered as brother, sister, parent, current parent-in-law, current brother-in-law, current sister-in-law, grandparent, grandchild, spouse, legal domestic partner, child, legal stepchildren, and foster children living in the household. If the death is of a current spouse or child, two (2) additional days off with pay shall be granted. If the funeral occurs outside the Commonwealth of Massachusetts, the employee will be allowed two (2) additional days off without pay to attend the funeral. The Proof of eligibility for bereavement may be required.

#### ARTICLE 27 Uniforms

The Employer will provide adequate amounts of uniforms to employees according to its policy. The Employer will provide foul weather gear to employees where applicable. Full-time Rental Sales Agents and Customer Service Representatives will receive thirty dollars (\$30.00) per month for the purpose of uniform cleaning, where such uniforms require dry cleaning. Part-time Rental Sales Agents and Customer Service Representatives shall receive fifteen dollars (\$15.00) per month. Effective June 1, 2018, cleaning allowance will not be available for new hires. Concerning Technicians and PDI, the uniform provision will be rental only, with no cleaning service provided. The Company shall provide five (5) pairs of changes including T-shirts, sweatshirts, pants, and one (1) jacket.

#### ARTICLE 28 Parking

Refer to Letter of Understanding regarding Parking in Appendix section of Agreement.

#### ARTICLE 29 Part-Time Employees

Part-Time employees are eligible for benefits as outlined in Article 13, Section 6 (Seniority), Article 14, Section 6 (Overtime Time) and Article 21, Section 2 (Holidays).

### ARTICLE 30

#### General

<u>Section 1</u> The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right to bargain collectively with respect to any subject matter referred to or covered in this Agreement or known at the time of the negotiation of this Agreement.

<u>Section 2</u> It is the intention of the parties hereto to comply with all applicable provisions of state and federal laws and they believe that each and every part of this Agreement is lawful. However, if any provision of this Agreement or the application thereof, to persons or

circumstances are found to be invalid by final judgment of a court of competent jurisdiction, such decision shall not invalidate the entire Agreement.

#### ARTICLE 31 Duration

This Agreement shall be effective as of July 1, 2023 and shall continue in full force and effect through June 30, 2027, a and thereafter it shall be considered to be renewed for successive twelve (12) month periods, unless at least sixty (60) days prior to the expiration date of June 30, 2027 or at least sixty (60) days prior to the expiration date of any such successive twelve (12) month effective period thereafter, either party shall serve written notice upon the other that it desires cancellation, revision or modification of any provision or provisions of this Agreement. IN WITNESS WHEREOF, the Union and the Employer have caused this Agreement to be executed in their names by their duly authorized representatives.

AB Car Rental Services, LLC For and on behalf of the Company: tor, Labor Relations Date:

IUE-CWA LOCAL 201, AFL-CIO For and on behalf of the Union:

Astin Richards, Business Agent

Date:

Adam Kaszynski, President

5/2024 Date: 2

#### <u>APPENDIX "A"</u> Wages

Starting Wages (Effective July 1, 2023):

For current and new hire <u>RSAs</u> earning less than start rate and new hires, the following wages shall apply: \$16.50

For current and new hire <u>CSRs</u> earning less than start rate and new hires, the following wages shall apply: \$18.00

For current and new hire <u>Service Agents</u> earning less than start rate and new hires, the following wages shall apply: \$17.00

For current and new hire <u>Airport Shuttlers</u> earning less than start rate and new hires, the following wages shall apply: \$16.00

For current and new hire <u>PDIs</u> earning less than start rate and new hires the following wages shall apply: \$16.00

For current and new hire <u>Tire and Lube Persons</u> earning less than start rate and new hires the following wages shall apply: \$16.00

#### **CBA Anniversary Increases:**

Effective July 1, 2023, employees earning more than start rate shall receive the following increases to their base wage rate on the effective dates below:

Eff. 07/01/2023: \$0.75	02/01/2024: \$0.50
Eff. 07/01/2024: \$0.50	02/01/2025: \$0.50
Eff. 07/01/2025: \$0.50	02/01/2026: \$0.50
Eff. 07/01/2026: \$0.50	02/01/2027: \$0.50

Increase effective on 07/01/2023 for employees who were hired prior to 07/01/2023. The increase will go into effect after the employee completes their 90-day probationary period.

For new hires, and employees with less than one (1) year of service, shall be eligible to receive the contractual increase prospectively on the nearest effective date, only after the employee has completed six (6) months of service (inclusive of their probationary period). Nothing in this Agreement shall be interpreted or construed in such a way as to prevent the Company from increasing minimum hiring rates for employees with the classifications covered by this Agreement.

#### Lead Pay and Shift Differential

<u>Leads:</u> Employees performing in the Lead function will be paid one dollar and fifty cents (\$1.50) per hour differential added to their respective wages. The Company at its discretion may select and retain an employee as a Lead. No employees will be forced to be a Lead.

<u>Shift Differential</u>: For employees whose shifts start on or after 2:00 p.m. and before 10:00 p.m. shall receive an additional sixty-five cents (\$0.65) per hour for all hours worked. For employees whose shifts start on or after 10:00 p.m. and before 4:00 a.m. shall receive an additional one dollar and twenty cents (\$1.20) per hour, for all hours worked.

#### Technicians

<u>Job Requirements:</u> The following are the minimum job requirements for "A" Technicians, "B" Technicians and "C" Technicians (P.M. Technician/Helper):

<u>"A" Technician:</u> The job classification of "A" Technician will require each incumbent to obtain and maintain all requirements for the Company Guild Craftsman level.

<u>"B" Technician:</u> The job classification of "B" Technician will require each incumbent to obtain and maintain all requirements for the Company Guild Journeyman level.

<u>"C" Technician (P.M. Technician/Helper)</u>: The job classification of P.M. Technician/Helper will require each incumbent to obtain and maintain all requirements for the Company Guild New Journeyman level.

#### Technician Wages

Technicians hired after July 1, 2023, shall receive the applicable minimum rate of pay:

EFF. 7/1/2023: "A" Technician: \$25.00 "B" Technician: \$22.00 "C" Technician: \$19.00

Technicians shall receive increases to their base wage rate on the effective dates mentioned under "CBA Anniversary Increases" on Page 20. It is understood that employees shall receive the minimum start rate amount or the contract anniversary increase, whichever is the greater of the two amounts but not both amounts.

#### **Company Guild Courses**

Grand Master Craftsman:	ALL 8 ASEs, and completed all Guild related courses
Craftsman:	6 ASEs, and completed all Guild related courses

Journeyman:	3 ASEs, and completed all Avis Guild related courses
New Journeyman:	1 ASE, and completed all Avis Guild related courses

- 1. The Company will designate, at its sole discretion, required ASE certification and supporting Guild course work that is required and must be completed at all Guild levels commensurate with the employee's job classification. The Company will not assign a technician more than sixty (60) hours' worth of training courses a year provided that the Company will allow an additional 25% above the time allotted to complete a training course. Depending on the number of training courses and allotted hours, the employee will be required to take a maximum of 1.5 hours per week, paid, towards completion of assigned training courses. Failure to take and successfully complete the assigned training courses will subject the employee to job classification reduction and corresponding wage rate reduction. A technician will not be required to take more than two (2) ASE tests per testing session (Spring and Fall) in a calendar year.
- 2. Technicians that complete courses in the next higher Avis Guild level will only be considered for the next higher level when there is a position available.
- 3. All Technicians will be required to attend shop training classes in addition to Avis Guildrelated courses (examples of shop training classes are: safety training, model updates, hand control installation).
- 4. Conditions beyond the employee's control, such as leaves of absence, emergencies, and death. in family, will be considered in the event an ASE certification test is missed or an employee is unable to successfully complete the required training courses.
- 5. The Company Technician and ASE program are part of a nationwide effort by the Company. This program is in place and operating in other Company locations.
- 6. When manufacturer training schools become available and management elects to send technicians, technicians will be afforded an opportunity to attend.
- 7. An individual "A" Technician, "B" Technician or "C" Technician may, through their own initiative and on a voluntary basis, exceed the minimum job requirement for their job classification. For example, a "C" Technician may elect to obtain additional ASE certification and Guild courses equivalent in the Program to an "A" Technician. Likewise, an "A" Technician may elect to obtain additional ASE certification and Program courses equivalent to a Lead Technician/Foreperson. Individuals who elect to complete ASE and Program course work exceeding their minimum job requirements will only be considered for the next higher level when there is a position available. The Employer, at its sole discretion, will select personnel for such available openings. Seniority will be the governing factor if skills and abilities are equal. It is understood that the Employer retains the right to establish staffing needs by classification for "A" Technicians, "B" Technicians or "C" Technicians.

ASE Incentives: In order to incentivize employees to complete the ASE certificates, and in addition to a technician's base hourly rate, employees who attain and maintain the following number of ASE certificates will be eligible to receive the following premiums (such amounts will be cumulative):

1st ASE: \$.75 2nd ASE: \$.75 3rd ASE: \$.75 4th ASE and above (up to a maximum of 8 ASEs): \$1.50 (ASE certificate determined by the Company)

<u>Tool Allowance:</u> The Company will reimburse technicians with more than one (1) year of service, upon presentation of a receipt, up to a maximum of five hundred fifty dollars (\$550) per year for the purpose of purchasing tools. In addition, the Company shall provide, upon presentation of a receipt, up to a maximum of one hundred fifty dollars (\$150.00) per year shoe allowance. Shoes must meet ANSI compliance specifications as required by OSHA in order to qualify for reimbursement.

#### APPENDIX "B" **Check-Off and Membership**

## EMPLOYEE AUTHORIZATION FOR PAYROLL DEDUCTION OF UNION DUES AND INITIATION FEE FOR IUE, THE INDUSTRIAL DIVISION OF CWA

(LAST NAME)	(FIRST NAME)	(DEPT.)	(LOCAL NO.)	(SOCIAL SECURITY NUMBER)
(WORK LOCALITY)	(CITY OR TOWN)		(STATE)	(ZIP CQDE)
Beginning in,	(YEAR), I hereby authorize	(EMP	LOYER) to	deduct from the compensation
retary-Treasurer of the Local. Each	ne initiation fee, and each month an ar amount so deducted shall be remitted my fails to make a deduction, I author	to the Secretary-Treasure	r of the Communications Workers	in writing to the Company by the Sec- of America, or his/her duly constituted payroll period.
bership. This authorization shall co of authorization must be postmarke	ontinue in effect until canceled by writ	ten notice signed by me a prior to each anniversary	nd individually sent to the Compa date of the Current or any subsequ	considered as a quid pro quo for mem- ny and to the Union: This cancellation ant Collective Bargaining Agreement,
		DATE)	(SIGNATURE OF EMPLO	YEE AUTHORIZING DEDUCTION)
in limited circumstances subject to (tear at perf)	y fees are not deductible as charitable various restrictions imposed by the f	nternal Revenue Code.	income tax purposes. Dues and ag	ency fees, however, may be deductible COMPANY COPY
		ERSHIP APPLIC		, <sup>1</sup>
NAME		SOCIAL S	ECURITY NO.	
	(сп		(STATE)	(ZIP CODE)
I hereby request and accept memb		sion of CWA and when a	cepted by the Local, agree to be t	ound by the Constitution of the Union I am assigned.
DATE		SIGNATU	RE	
LOCAL	PHONE # ()	COMPAN	Y NAME	
BENEFIT DATE		WORK LO	CATION	
EMAIL ADDRESS		DEPARTA	IENT	
		REPRESE	NTATIVE	
	AUTHORIZING SIGNAT	URE		·····

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Union membership dues and agency fees are not deductible as charitable contributions for Federal income tax purposes. Dues and agency fees, however, may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Code. LOCAL COPY (tear at perf)

#### Letter of Understanding – Technicians Red Circle

Mr. William Maher Business Representative CWA Local 201 112 Exchange Street Lynn, MA 01901

#### RE: Red Circling of Certain Technicians

Dear Mr. Maher:

This letter shall serve to confirm the parties' understanding with respect to red-circling the wage rates of certain technicians:

1. Vincent Gregorio will be red-circled far wage purposes only as "A" Technician.

2. Should any of the above referenced employees fail to receive one (1) ASE, the Company will offer such employee, with fill Company seniority, and "red-circled" wages and A Technician pay rate increases, employment in another job classification (eg., Service Agent, Shutter or Rental Sales Agent) provided such employee is qualified. It is understood that the Employer retains the right to establish staffing needs by classification as "A" Technicians, "B" Technicians or "C" Technicians/Helpers.

Please acknowledge your agreement with this understanding by signing and dating where indicated below.

Very Truly Yours,

Eric Pollack Director, Labor Relations Avis Budget Car Rental, LLC

'n lel-Mr. William Maher

Business Representative CWA Local 201

October 9, 2018 Date

#### Memorandum of Agreement Part Time Scheduling

Effective thirty (30) days from contract ratification, the parties agree to meet and review / discuss scheduling and overtime coverage.

#### Memorandum of Understanding Unassigned Shifts

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 and 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 shall 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 (30) days' notice prior to the next shift bid.

#### <u>Memorandum of Understanding</u> Company-Provided Benefit Specialist

For the 2024 Plan Year, the Company will provide a benefits specialist, virtually, to assist employees at the time of open enrollment. The Company will attempt to provide open virtual sessions at various dates and times. Employees will be required to reserve open time for assistance. The Company will endeavor to provide translation.

#### JOB DESCRIPTIONS

<u>Rental Sales Associate:</u> The job classification of a Rental Sales Associate (RSA) is established with date of entry into this classification as date of seniority within said job classification. New hires Into the Company and directly into this classification as that time of employment will establish seniority also in the Rental Safes Agent job classification. RSA functions includes but are not limited to assisting all customers with all types of rental transactions while maintaining the Avis quality and customer service standards; interacts directly with customers to inform and enhance the rental experience by providing optional services on every transaction; prepares and processes rental transactions while obtaining and verifying all required information from the customer; educates the customer In the details and availability of Avis Budget optional services, such as upgrades, insurances, etc; monitors the ready-line and communicates with management and CSRs to monitor the fluctuating car inventory and availability for Preferred and/or Fast Break and rental business; identify foreign cars for rental; movement of vehicles on and off the facility; set up first time Preferred and/or Fast Break customers; check throughout the day for our top account reservations; responds proactively to all customer inquiries and engages concerns in a professional and friendly manner both on the telephone and in person; demonstrates strong sales ability through consistent achievement of counter sales incentive goals; meets and maintains quality standards as issued by the Company, and all other responsibilities as assigned by management.

Service Agent: The duties of a Service Agent shall include but are not limited to the following: cleaning (interior, windows, etc.), gassing and washing of rental vehicles in accordance with Company standards, slotting cars onto the ready line, mat cleaning; preservicing; CSS preparation; Lot assignment; Pump assignments; cleaning upsell vehicles, changing of tires, servicing, greasing, washing and parking of cars, movement of vehicles on and off the facility, picking up parts and supplies, picking up and delivering of cars as customarily performed and making service calls, replacement of license plates and stickers. Monitor ready line mix to ensure customer demands are being met; ensure have all working supplies and equipment and replenish as necessary; self-monitor productivity and quality; use of technology/devices to assist in meeting work performance; comply with OSHA /Safety compliance standards, notify Management when a potential issue is observed; participate in pre-shift meetings to develop Daily Game plan; participate in physical car counts/special equipment for entry into the system; ensuring Service Area is kept clean, monitor traffic flow around pump area; provide occasional assistance walking the lot, clean up trash along fence line. All other responsibilities as assigned by management. The EMPLOYER shall rotate service agents in cold weather as needed.

## Customer Service Representatives /CSR) /Including Return Agent. Concierge, Dispatcher and Select & Go functions)

<u>CSR:</u> The duties of a CSR shall include, but are not limited to the following: assists all customers throughout the Avis Rental Experience while maintaining the Avis quality and customer service

standards; interacts directly with customers to provide any additional assistance (i.e. directions, help with luggage, vehicle exchanges, meet & greet functions, etc.) that the customer may require; complementary transactions; sells programs and services to customers and prospective customers at the counter, following established procedures and sales techniques (i.e. GSO, XMR, GPS, etc..); obtains required authorizations, signatures, imprints, addendum, confirmation numbers, and perform Preferred, VIP, or other special services as assigned; completes qualification procedures prior to renting vehicles; reviews completed contracts with customers to verify accuracy of information and explains rates and charges; assists all customers with inquiries and concerns in a professional and friendly manner both on the telephone and in person; provides customer with directions, travel tips, and information on area attractions and events; monitors and adds cars to the ready-line and communicates with all levels of Avis employees ensuring the proper car inventory and availability; follows and maintains quality standards as issued by the company; monitors RAC facility exit, ensure exiting customers match rental vehicle to documentation ensuring that no Company vehicle departs the lot without proper documentation (i.e. rental agreement, VTC, etc.) and that such data is recorded via the Wizard System; review & initialize any minor vehicle damage with customers on rental agreement; reports & escalate to management any customer Issues or problems with their rental; flexible to work in exit booth environment including inclement weather conditions; maintains a working knowledge of Wizard and successfully operate the wireless hand held unit; use of technology/devises to assist in meeting work performance; directing and assisting customers to vehicle space assignments, pick-up areas or rental counters; ensuring proper mix of cars in Select & Go spaces; assisting customers with their luggage; verifying contracts and assisting customers on the lot who may be searching for documents; performing Select & Go car exchanges and ensuring vehicles are added back to the ready line; communicating with RSAs and other employees in order to facilitate superior customer service; provide tickets at the Exit booth; maintaining the cleanliness of the. work areas; assessing the customers' needs in order to expedite their rental experience which may include, on occasion, renting to improperly book Preferred Service Customers; communicate daily with management concerning security difficulties/problems, and to share ideas, comments and suggestions; coordinates the rental vehicle check in process and ensures return agents are performing to specified standards; communicates expectations with team members regarding the vehicle check in process; responsible for handling customer complaints that may arise during vehicle check ins; placing contracts and/or other information into the vehicle; entering mileage and fuel gauge information into Wizard via the hand-held Rover units; assisting customers with luggage, identifying out-of-service cars and/or hold cars, movement of vehicles on and off the facility, and placing instructional or information cards into cars; all other responsibilities as assigned by management.

<u>Return Function /Rover:</u> The duties of the Return function will be, but will not be limited to, the following: coordinates the rental vehicle check in process and ensures return agents are performing to specified standards; communicates expectations with team members regarding the vehicle check in process; responsible for handling customer complaints that may arise

during vehicle check ins; placing contracts and/or other information .into the vehicle; entering mileage and fuel gauge information into Wizard via the hand-held Rover units; assisting customers with luggage, identifying out-of-service cars and/or hold cars, movement of cars on and off the facility and placing instructional or information cards into cars. All other responsibilities as assigned by management.

<u>Concierge Function:</u> The duties of the Concierge function shall include, but not be limited to, the following: directing and assisting customers to vehicle space assignments, assisting with luggage (the Company will provide luggage carts where possible), directions, contract verification, communicating with RSAs, CSRs and other employees to assist in customer service, maintaining cleanliness of work areas, expediting customers by whatever means necessary based on individual customer needs. Movement of cars on and off the facility. All other responsibilities as assigned by management.

<u>Dispatcher Function:</u> The duties of dispatch function shall include, but not limited to, the following: Answering phone calls, assisting customers, maintaining lost and found, generating walkups, assisting in vehicle reports, organizing and maintaining work area Movement of cars on and off the facility All other responsibilities as assigned by management.

Select & Go Function: The duties of the Select & Go function shall include but are not limited to the following: assists all customers throughout the Avis Budget Rental Experience while maintaining the AB quality and customer service standards. Interacts directly with customers to provide any additional assistance (i.e. directions, help with luggage, etc.) that the customer may require; completes rental and return transactions; ensuring proper mix of cars in Select & Go spaces; assisting customers with their luggage; verifying contracts and assisting customers on the lot who may be searching for documents; performing Select & Go car exchanges and ensuring vehicles are added back to the ready line; monitors RAC facility exit, ensure exiting customers match rental vehicle to documentation ensuring that no Company vehicle departs the lot without proper documentation (i.e. rental agreement, VTC, etc.) and that such data is recorded via the Wizard System; review & initialize any minor vehicle damage with customers on rental agreement; reports & escalate to management any customer issues or problems with their rental; flexible to work in exit booth environment including inclement weather conditions; maintains a working knowledge of Wizard and successfully operate the wireless hand held unit; directing and assisting customers to vehicle space assignments, sells programs and services to customers and prospective customers at the counter, following established procedures and sales techniques; performs duties and provides services which reflect the organization's values. Movement of cars on and off the facility. All other responsibilities as assigned by management.

#### Letter of Understanding: New "Select & Go" Function

#### avis budget group

May 31, 2013

Mr. Ric Casilli **Business Representative, CWA Local 201** 112 Exchange Street Lynn, MA 01901

Re. Letter of Understanding: Creation of a New CSR Job Classification and "Select and Go" Functions

This letter shall serve to confirm the parties' understanding regarding (1) the separation of the Preferred Service job functions from the Rental Sales Associate ("RSA") job functions; (2) the consolidation of these functions, along with Rapid Return ('Rover"), Preferred Runner, Dispatch, Loader and Fast Break functions with the new Customer Service Representatives who would perform check-out (i.e. "counter bypass") and check-in functions; and (3) the addition of new job responsibilities in connection with the launch of "Select and Go."

- 1. Customer Service Representatives will be responsible for performing work functions in relation to the Preferred Booth (currently part of the Rental Sales Associates job function), check-out functions (counter by pass functions including Runner, Dispatch, Loader, Fast Break and Greeter), "Select and Go" functions (a new service) at the exit booth, and check-in functions (Rover). All CSRs will be assigned various functions and assignments at management's discretion and in direct support to customer service / business operations.
- 2. All RSAs will have a one-time opportunity to bid for the CSR job classification. This bid will take place within thirty (30) days of the execution of this agreement. Any RSA who successfully bids this new classification also will retain his/her RSA job classification seniority date for all purposes for a period of ninety (90) days. In addition, should the same RSA wish to transition back to the counter he/she may do so within the same ninety (90) day period without loss of seniority.
- з. The Company will continue to provide and evaluate training needs to CSRs to insure employees are prepared to perform the required job functions according to expectations as listed in item # 1 above.
- 4. It is understood and agreed that the new CSR job classification shall be considered separate from the RSA job classification for all purposes, including, shift bids, vacation and holiday scheduling, overtime and layoff/recall.
- It is understood and agreed that Select and Go is a new service that is being offered by the 5. Company to its Avis Preferred customers. In connection therewith, employees will be required to perform various functions at the exit booth, including, but not limited to, checking IDs, checking contracts, performing vehicle exchanges and printing possession receipts for Avis Preferred customers. Some of these functions (e.g., checking IDs) are currently the responsibility of outside guard services. In the event the Select and Go product (or alternative type product) is no longer offered by the Company, the Company retains the right, in its complete and sole discretion, to return such functions to gate guards and/or outside guard services.

Please sign below indicating your agreement with this understanding.

Verv truly vours Fric I Pollack

**Director**, Labor Relations

Accepted and agreed

Mr. Ric Casilli CWA Local 201

5-31-13 Date