

Final Bargaining Report CWA/DTG

April 20, 2018

Wages

Salary Band A: Prior to 01/01/2000

Salary Band B: 2000-2009

Salary Band C: 2010-2015

Salary Band D: 2016-Ratification

Salary Bands for all Customer Care Representatives (now all one title)

SALARY BAND	09/01/17	07/01/18	07/01/19	07/01/20
A	15.25/hour	16.00/hour	16.75/hour	18.00/hour
B	14.50/hour	15.50/hour	16.25/hour	17.50/hour
C	13.75/hour	15.00/hour	16.00/hour	17.00/hour
D	13.50/hour	14.75/hour	15.75/hour	16.50/hour
Minimum Start	13.50/hour	14.75/hour	15.50/hour	16.25/hour

Every employee will receive either the increase in the chart, or the below, whichever is higher

09/01/17	07/01/18	07/01/19	07/01/20
.50/hour	.40/hour	.30/hour	.30/hour

RETRO PAY WILL BE PAID BACK TO SEPTEMBER 1, 2017

All Employees will be cross trained to fulfill duties of all positions, giving each employee more flexibility.

A shift differential will be given to an employee who is regularly scheduled to work any shift commencing between 8:00 pm and 11:59 pm in the amount of \$0.50/hour.

Any employee selected by the company as a Lead shall be paid a premium of \$1.00/hour for all hours worked as a lead.

Recognition

The parties recognize the Counter Sales Representative, Express Agents, Instant Return Representatives and Lot Attendants as part of this Agreement.

Union Security

The Company and Union have negotiated an agency shop with the employer agreeing to notify the Union of all new hires within seven calendar days of the date of hire.

Non-Discrimination

The Company agrees to continue its present non-discriminatory policy.

Deduction of Union Dues

The Employer agrees to make payroll deductions for Union dues or agency fees each payroll period.

No Strike – No Lockout

The Employer agrees that it will not lock out employees during the term of this agreement.

Shutdown of Operations

When the Employer temporarily suspends its operations, due to unforeseen circumstances, it shall not be liable for the payment of wages for lost time to employees who are notified not to report for work or who are sent home as a result of such shutdown. However, employees may use paid leave during this time.

Moonlighting

No employee shall work for a competitor company or go into business for themselves while in the employ of the Employer where such business is in competition with the Employer.

Management Rights

The Employer is entitled to and reserves the exclusive right to administer and manage its business and exercise all management rights, powers and privileges or authority.

Grievance Procedure

Employees shall have the right to file grievances within 10 work days of the action taking place and discipline must meet prevailing “just cause” standards. Grievances shall consist of an escalation of 2 steps and dismissals shall have the right to a third step. Grievances not settled may go to arbitration.

Part-Time Employees

The Employer agrees that Part-Time employees shall also be covered by this agreement and that they will have a proration of benefits provided.

Seniority

Employees shall be probationary for the first 90 days of employment. Seniority shall be defined as their last date of hire. The Employer agrees to follow a process in the event layoffs are called. Employees will retain a recall right for 6 months. Seniority will prevail for selection of holidays, days off, vacation. **Shift choice will be done by a calculation of 38% seniority, 30% revenue and 32% customer service. 7 secured schedules (determined by management) will be offered to the highest 7 people for bidding strictly by seniority. Those employees may opt to bid in the general bidding pool, but will be subject to the qualifications above. Employees may bid on inside or outside jobs at each open bidding time.**

Workweek, Shifts and Overtime

The Company and the Union agree that operation of business shall be on a 7-day work week basis and the Company shall have the right to establish shifts (day or night), Saturday or Sunday and various times to cover phases of business.

Overtime paid at time and a half (1 ½) shall be paid in excess of 8 hours in any one day or 40 hours in one week.

The Company agrees to minimize the number of shift changes it makes in a year. Changes will be made with at least one week’s notice before the changes.

Holidays and Holiday Pay

The Company and the Union have agreed to the following Holidays:

- New Year’s Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas day
- Five (5) Floating Holidays

Any employee working the holiday will be paid at one and a half times (1 ½) their regular rate of pay.

Vacations

Employees hired before the ratification of this agreement, shall earn vacation based on years of service according to the following table:

Completed Years of Service	Days of Vacation
Less than 1 year	10 days
1-4 years	15 days
5-9 years	18 days
10-14 years	21 days
15-19 years	23 days
20-24 years	25 days
25-29 years	27 days
30+ years	30 days

Employees hired after Ratification:

Completed Years of Service	Days of Vacation
1-4 years	10 days
5-9 years	15 days
10-19 years	20 days
20+	25 days

Employees will earn vacation days as a result of a service anniversary on January 1 of the year the anniversary occurs. Employees will be paid out all unused vacation upon termination. Employees may carryover a maximum of 50% of their vacation to the next year.

Bereavement

The Company and the Union agree to pay employees who have completed probation, 3 days pay in the event of the death of their immediate family. An additional 2 unpaid days may be granted, or employees may supplement using vacation or floating days

Sick Leave

Employees will have 6 paid “sick days” credited to them on their first worked day in January. Upon resignation, discharge or death, an employee or the employee’s estate shall collect a cash payment for all unused sick leave. All accrued sick leave, vacation and floating holidays must be used prior to taking any sick leave.

Leave of Absence

The Company agrees to continue its present policy regarding Leaves of Absence.

Jury Duty

The Company agrees to continue its present policy regarding Jury Duty.

Uniforms

The Employer will provide uniforms to all employees. The Employer shall provide rain gear and replace uniforms that are worn out at the employee’s request.

General Provisions

The Company agrees to bear the cost for any physical exam as part of a fitness for duty. No employee will lose pay for lost work time for such exam except new applicants who must take a physical exam will not be compensated for lost time. The company will bear the cost of said exam.

Employees will not be held responsible for lost or stolen property, except in proven negligence. The company agrees to give the Union access to Company locations.

Incentive Pay

The Company and the Union agree that the Company has the right to implement incentive plans, but will provide notification the Union.

Union Stewards

The company agrees to pay for union stewards as long as they are used during their regular schedules. If a job steward is not available, a recognized Union representative will be called.

Term of Agreement

The contract remains in effect through September 30, 2021. The parties agree that the Company will not enter into any other agreement with any other party during the term of Agreement.

Health and Welfare

The Company and the Union agree to continue to offer the existing Hertz Custom Benefit Plan. If the Union presents a healthcare plan(s) with a more favorable premium share, the Employer agrees to meet and confer with the Union regarding that plan.

401(k)

The Company agrees to continue its present policy regarding 401(k).

Your Bargaining Committee is unanimously recommending a “YES” vote on this Tentative Agreement.

Thank you for your support!

You Bargaining Committee recommends a “Yes” vote.

Sham Sharma
Bargaining Committee – CWA Local 9003

Teddy Mammo
Bargaining Committee – CWA Local 9003

Wynter Hawk
Steward – CWA Local 9003

Don Ruiz
Chair
Staff Representative – CWA District 9

