

# NEW UNION CONTRACT SETTLED!

Effective May 1<sup>st</sup> 2020 – March 31<sup>st</sup> 2024

To all Union members,

Your TWU elected leadership on the National Bargaining Committee have reached a Tentative Agreement for a new, multi-year contract (CBA) with Motivate. The Agreement is complete except for one thing – YOUR vote of approval. Considering the current public health crisis, every effort is being made to provide each of you, nationwide, an opportunity to review the CBA and vote electronically.

The main agreement is remarkable since it includes ZERO concessions – NO give-backs or new restrictions. This CBA represents \$4.50 in wage increases over four years - all current, regular employees, at the end of the agreement, will be making *at least* over \$9,000 a year more than they were on January 1<sup>st</sup>, 2020. It represents progress on several major areas you identified in the contract surveys, including Seasonals, Training, and Scheduling. It also includes a number of smaller, but still significant, fixes, such as with holiday pay and PTO. In addition to the main agreement, there is now a National Motivate Time & Attendance Policy, featuring expanded Personal Day (“Freebie”) usage and a flat 10-minute grace period.

**Your National Bargaining Committee fully endorses a yes-vote for this new agreement**, however *please* take time to review the CBA Highlights and/or the text of the agreement, available online. The TWU is a bottom-up organization which depends on the collective power and engagement of each Union member to secure the best possible wages and working conditions in the industry. If you need clarification or have questions about the contents of what you're voting on, do not hesitate to reach out to your Elected Union Officers or shop stewards.

*If* the Tentative Agreement is approved by you all, the TWU – Bikeshare leadership will begin planning the next phase of our COVID-19 response. After this crisis, we will also begin setting up an independent National Bikeshare Local to shape our own future. Ratification of the new contract would be an important step towards reaching our shared goals, short- and long-term, together.

-The Bikeshare National Bargaining Team

Ed Aviles and Anthony Farrar, NYC/NJ; John Goodwin and Mike Holley, Boston; Jason Frantz and Patrice Delva, DC; Sheldon Hall, Justin Grembowski and Jaime Hupke, Chicago



## CBA Highlights

### **Economic Highlights:**

<b>NY, NJ, DC, &amp; Chicago Wage Increases:</b>	<b>Boston Wage Increases:</b>
1/1/20: \$1.00	1/1/20: \$ .25 <i>Part of the current agreement.</i>
4/1/21: \$ .75	10/1/20: \$ .25
10/1/21: \$ .50	4/1/21: \$ .75
4/1/22: \$ .75	10/1/21: \$ .50
10/1/22: \$ .50	4/1/22: \$ .75
4/1/23: \$ .50	10/1/22: \$ .50
10/1/23: \$ .50	4/1/23: \$ .50
<b>Retro Pay:</b>	10/1/23: \$ .50
1/1/20 raise of an extra .75 (on top of .25 received under previous agreement) paid out retroactively upon ratification of CBA.	<b>Seniority bonuses</b> , only to Boston. Employees hired on or before December 31, 2018, shall receive a bonus of \$100 per year, paid out upon ratification of CBA.

### **Non-Economic Highlights:**

1. Adds definition of “Lead Employee,” to include training of new and current personnel
2. Seasonals:
  - Limits “Season” to period between March 1<sup>st</sup> to November 30<sup>th</sup>
  - Understanding with Company to work towards elimination of Seasonal status under Depot and Field Bike Mechanic titles (in conjunction with E-Bike discussion TBD)
3. Establishes “Joint Safety Committee” (JSC) to meet regularly with Management
4. Commitment from Management to create as many M-F schedules as possible
5. Accrual by hours worked only. Clearer PTO and Sick Time (“STO”) language, including ability to go negative up to -40 hours in PTO and any amount in STO pending management approval.
6. Holidays:
  - Full Holiday Pay for all hours scheduled
  - **New “Floating Holiday” for birthdays, etc**

### **Time & Attendance Highlights:**

1. Sick Days (“STO”) and other Exempt Absences no longer count towards Personal Days (“Freebies”)
2. STO may be requested in hourly increments
3. Flat 10-minute grace period
4. Tardy disciplines fall off after 6 months
5. **Time and Attendance disciplines will never be combined with Policy Violations**



## 6. List of Additional Changes

### **Non-Economic:**

Remove language permitting us to receive contracts etc with city governments (all contracts owned by Lyft now)

All job postings will now be required to specify it is a Union job

Expand time allowed for Union new member orientations from 30 minutes to 45

Paid release time for Chief Shop Stewards

Five days unpaid release to a Union designee to attend trainings, labor conferences etc

Extended unpaid release for Bikeshare Local President, to include health insurance for duration of leave

Can no longer take photos of managers or company logos, equipment etc inside the warehouse to distribute publicly

Union must provide 72 hours written notice and get approval from HR before any non-employee Union staff visits a Motivate facility

Workers Council expanded to a minimum of 4 attendees

The Union will be informed of all Corrective Actions and Terminations within 7 days (was 3, but excluded terminations)

Extra language to encourage both parties to settle arbitrations before actually appearing before an arbitrator

PTO rollover will no longer be “grandfathered” - all employees must use accrued PTO over 40 hours by March 31<sup>st</sup> of every year. Currently grandfathered employees who have more than 40 hours accrued subject to payout

Minor PTO/STO changes

### **Time & Attendance:**

Tardy and Absence corrective action steps reduced from 6 to 5

Relaxed No Call No Show definition

PTO requests for major holidays granted in seniority order; other PTO requests granted first come, first serve

Inclusion of “Pattern of Behavior” language to cover provable abuses of T&A policy

