

**PROPOSAL NO. 7  
RESPONSES TO COMPANY PROPOSALS**

September 7, 2023

*(The Union reserves the right to modify or withdraw any of the following proposals during bargaining. These proposals are made without prejudice to the Union's position regarding the proper interpretation of the existing contract language or existing practices or policies. All proposals are part of a complete package, and no agreements reached during bargaining are final until agreement has been reached on all issues.)*

**Responses to Company proposal 6, August 29, 2023:**

**Article III - Job Classifications and Wages**

6) Shift Differentials – **Tentative Agreement** (from Company proposal 6)

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8) Adjust Stand-By Pay rates as follows:

Overtime eligible Employees. Effective 7/1/23, stand-by pay shall increase to \$240 per week. An Employee required to be on stand-by on weekends or holidays only, will be paid \$72 per day. Stand-by pay for an individual weekday, or any portion thereof, shall be \$48. Stand-by pay for a full week in which a holiday occurs shall be \$264. **Effective July 1, 2024 and July 1, 2025 all rates shall increase by the same amount as the compensatory increase.**

Overtime exempt Employees. Effective 7/1/23, stand-by pay shall be \$285. An Employee required to be on stand-by on weekends or holidays only, will be paid \$57 per day. Stand-by pay for an individual weekday, or any portion thereof, shall be \$86. Stand-by pay for a full week in which a holiday occurs shall be \$314. **Effective July 1, 2024 and July 1, 2025 all rates shall increase by the same amount as the compensatory increase.**

**The union will withdraw proposals to further increase stand-by sums in years two and three of the agreement if the company withdraws its proposal to pay stand-by pay in half-day increments.**

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## Article XI - Grievance Procedure

### *From Company proposal 6*

- 1) **Notice of Disciplinary Meetings.** The Company will accept a modified version of the union's Aug. 29<sup>th</sup> proposal as follows: Meetings will be scheduled on not less than 2 hours' notice delivered to both the union and the employee (unless exigent or emergency circumstances require an earlier meeting, per the current contract language). The meeting may be scheduled on 1 hour's notice if the Company contacts the union and confirms the availability of the union rep for the meeting, or may mutually agree to a longer or shorter amount of notice to the employee. The Company will provide a copy of any disciplinary notice to the union if a union rep attends a meeting. Additional language in the current contract to be adjusted in accordance with the above. [Modified Proposal]

E. An Employee and the union shall be informed no less than two (2) hours in advance of any disciplinary or investigative meetings to which the Employee is called to attend. Notice to the Employee will clearly identify the subject matter of the meeting as either disciplinary or investigatory. Notwithstanding the prior sentences in this section E, in the event of exigent circumstances, the Company may schedule a disciplinary or investigative meeting with fewer than two (2) hours' notice and shall make a good faith effort to provide the Union with sufficient notice before the meeting so as to permit the Union to attend. If the Company contacts the union and confirms the availability of a union rep, then the meeting may be scheduled for not less than one (1) hour later unless the parties mutually agree to a shorter or longer

*The union can accept the company's Aug. 31 proposal with one addition: a requirement to continue including IAPE contact information with the calendar notice to the Employee. IAPE proposes, "IAPE has been invited to this meeting because of your status as a union-represented employee. To contact your union representative, please email union@iape1096.org."*

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## Article XVI - Special Committees

- 2) Procedure for Slotting Newly-Classified Jobs – **Tentative Agreement** (from Company proposal 6)
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*Responses to Company proposal 5, August 22, 2023:*

3-D. **Layoffs involving outsourcing.** Remove the contractual requirement for 45-days' notice where the outsourcing does not trigger the obligation for a 2-week consultation period.

*The union is willing to accept the company's proposal in part, but proposes that the requirement to provide 45-days' notice remains in place when such outsourcing results in the elimination of all employees within a particular title, within a Department, at a Location.*

4-B. **Performance Reviews – Self-evaluations.** employees may be required to complete a self-evaluation and may be required to provide suggested goals for the upcoming year as part of the performance review process, which shall not be relied upon for disciplinary purposes.

*Please provide details of the new "PerformancePlus" program as soon as information is available.*

4-E. **RTO Sideletter.** The sideletter negotiated in 2022 regarding the process for notification of departmental policy changes regarding days of work in the office shall be terminated. The determination of days in the office shall be at the sole determination of the Company, as provided by the general management's rights clause in the contract. [Same Proposal]

*The union will agree to withdraw the side-letter in return for an agreement to cap in-office days at three through the end of 2025.*

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The Union maintains all its remaining proposals without modification.