

# IAPE TNG/CWA LOCAL 1096

## PROPOSAL NO. 11

### *Select Issues*

October 24, 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.)*

*All Union proposals remain unchanged except as provided below. All Union responses to Company proposals remain unchanged except as modified below.*

### **Compensation & Holidays**

**Minimum Increase.** The minimum increase for each contract year shall be adjusted to reflect a weekly minimum dollar pay raise equal to the compensatory increase applied to a weekly gross wage of ~~\$1,500~~.

**Vacation Sellback.** An Employee who is entitled to at least three weeks of vacation and whose compensation is ~~\$1,250~~ ~~\$1,500~~ per week or less will be granted one week's pay in lieu of one week's vacation at the request of the Employee.

**New Holidays.** Modify the collective agreement to reflect the addition of the Day After Thanksgiving as a holiday in Article VIII-A. Upon agreement, the Union will withdraw its proposal for the addition of Indigenous Peoples Day as a contract holiday.

### **Health Insurance & Benefits**

**Premiums.** For calendar year 2024, the Company may increase all plan premiums by up to 0.25% of Employee salary. For future benefits plan years, the Company may increase plan premiums by an amount equal to the average CPI for the 12 month period ending June 30 of each year. For example: if CPI for the 12-month period ending June 30, 2024 = 5%, the Company may increase the premium for POS Employee + Spouse coverage from 4.6% to 4.83%. **Proposal Unchanged.**

**Canadian Premiums.** The union rejects the company's proposal to increase health insurance premiums for IAPE-represented employees working in Canada. **Proposal Unchanged.**

**Plan Design.** The union offers the following counter proposals. Areas where the union’s proposal differs from the company’s are highlighted in red text.

<b>Choice POS II Provision</b>	<b>2023 Plan Design</b>	<b>2025/26 Maximum Change</b>
<b>In-network plan design</b>		
Deductible	\$600 / \$1,200	
PCP Visit	\$35 copay	
Specialist Visit	\$50 copay	
Emergency Room	20% after \$300 copay	
Coinsurance	20%	
OOP Maximum (Incl. Deductible)	\$4,000 / \$8,000	
OOP Maximum Type	Embedded	
<b>Pharmacy plan design</b>		
Rx Deductible	N/A	
Retail Rx: Generic	\$10 copay	
Retail Rx: Brand	30% coinsurance	
	(\$30 min, \$75 max)	
Retail Rx: Non-formulary	50% coinsurance	
	(\$50 min / \$100 max)	
Mail Rx	2 times retail	
Rx OOP Maximum	\$3,000 / \$6,000	

<b>CDHP Provision</b>	<b>2023 Plan Design</b>	<b>2025/26 Maximum Change (unless required)</b>
Employer Funding Amount	\$500 / \$1,000	
<b>In-network plan design</b>		
Deductible*	\$1,500 / \$3,000 (1,600/3,200 in '24)	
PCP Visit	20% after deductible	
Specialist Visit		
Emergency Room		

Coinsurance	20%	
	\$4,000 / \$8,000	
OOP Maximum (Incl. Deductible)*	(OOPM for individuals on a family contract will be embedded at \$7,900)	
OOP Maximum Type	Aggregate	
<b>Pharmacy plan design</b>		
Rx Deductible	Combined with medical	
Retail Rx: Generic	Preventive Rx at no cost	
Retail Rx: Brand	20% after deductible (\$75 max for generic and brand, \$100 max for non- formulary)	
Retail Rx: Non-formulary		
Mail Rx	2 times retail	
Rx OOP Maximum	Combined with medical	

<b>Basic Choice Provision</b>	<b>2023 Plan Design</b>	
Employer Funding Amount	N/A	
<b>In-network plan design</b>		
Deductible	\$3,000 / \$6,000	
PCP Visit	30% after deductible	
Specialist Visit		
Emergency Room		
Coinsurance	30%	
OOP Maximum (Incl. Deductible)	\$6,000 / \$12,000	
OOP Maximum Type	Embedded	
<b>Pharmacy plan design</b>		
Rx Deductible	Combined with medical	
Retail Rx: Generic	Preventive Rx at no cost 30% after deductible	
Retail Rx: Brand		
Retail Rx: Non-formulary		

Mail Rx		
Rx OOP Maximum	Combined with medical	

**Future Plan Improvements.** Improvements to health insurance coverage that may have a financial impact will be offered to/discussed with the Union. The Union will accept or reject participation in the enhanced benefit within 60 days. **Proposal Unchanged.**

**Doula Coverage.** The Union is willing to accept a 2025 introduction of this benefit, per the Company’s explanation. (“Since Doula coverage is not ‘medically necessary’ within the Aetna plan, it must be provided outside the Aetna medical plan and it must be a taxable benefit. Note that this will require that employees disclose to the company the fact that they are using the Doula services.”) **Proposal Unchanged.**

**Out-Of-Network Mental Health Coverage.** Apply in-network reimbursement percentages (subject to the Aetna R&C and other plan terms) for out-of-network providers for mental health services. We understand the issue about finding in-network providers. **Proposal Unchanged.**

**Physical Fitness Reimbursement.** Modify plan to allow for participation in wellness programs. **Proposal Unchanged.**

**Leaves of Absence.** Modify the bereavement policy (which will remain part of a list of Company benefits in which IAPE-represented employees participate subject to the Company’s ability to implement future changes without further bargaining) to provide for up to 5 days of leave per death, including the day of the funeral, and to remove restrictions on the familial relationship between the employee and the deceased. **Proposal Unchanged.**

**Parental Leave.** Remove distinction between primary and secondary caregivers. **Proposal Unchanged.**

### **Responses to Company Proposals**

The Union rejects the following proposal:

Art I-(2) & (3) [#2 & #3] – to remove Photo Editors from the list of agreed-upon exclusions from the CBA.

[The Company will agree to remove Photo Editors from the current list of agreed- upon exclusions, subject to the union agreeing to a sideletter as follows: The parties have agreed to include Photo Editors in the bargaining unit to the extent required by a final order in NLRB case No. 02-RC-304551 (request for review pending) and without prejudice to the Company’s position that any employees who perform the job functions listed in the current exclusion language would be excluded.]

## **Tentative Agreements**

Article I - Scope of Agreement - **[New Section] Union membership for remote workers.** The Company will agree to put into the contract that any employee already a member of the bargaining unit who moves to a fully-remote position will remain covered by the CBA. (Reached 8/29)

Article I - Scope of Agreement - **B. Excluded Personnel. 3.** Modify the contract to provide that Interns (limited to a period of 15 months) are excluded from the bargaining unit. (Reached 8/3)

Article III - Job Classifications and Wages - **[New Section] Experience Credit – Scale Slotting.** All newly hired employees will be granted experience credit and slotted into the scale step closest to, but less than, their actual pay rate. (Reached 8/22)

Article III - Job Classifications and Wages - **[New Section] Experience Credit – Title/Job Migrations.** When a job classification is changed to a higher Tier by agreement, or when jobs migrate to a new title without a significant change in duties, incumbent employees will retain their experience credit/scale step in the higher Tier. (Reached 8/22)

Article III - Job Classifications and Wages - **G. Shift Differential.** Effective [July 1, 2023](#), regular full-time Employees whose shifts start between 5:00 p.m. and 5 a.m., or who work at least 50% of their scheduled shifts between said hours (“night shift”), shall receive shift differential payments of [\\$155](#) per week. (Reached 8/31)

Article III - Job Classifications and Wages - **I. Stand-By Pay. 2. 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](#). (Reached 9/7)

**3. 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](#). (Reached 9/7)

Article VI - Job Security. **Probation Period.** The Company will include a reference to the probationary period in offer letters for new hires, provided that, if the Company fails to include the reference, the probationary period shall remain in effect. Upon notification of the company’s failure to notify an employee in their offer letter, the company shall notify the employee of their probationary status in writing. (Reached 8/22)

Article VI - Job Security. H. Retraining Allowance and Outplacement Services.

Outsourcing or automation:

- 9-18 months – ~~\$3,000~~ **\$4,000** retraining allowance + Level 1 outplacement
- 18 months-3 years – ~~\$6,000~~ **\$7,000** retraining allowance + Level 1 outplacement
- 3-5 years – ~~\$9,000~~ **\$10,000** retraining allowance + Level 2 outplacement
- 5+ years – ~~\$12,000~~ **\$13,000** retraining allowance + Level 2 outplacement

Reductions in force or job elimination:

- 9-18 months – Level 1 outplacement
- 18 months-3 years – Level 2 outplacement
- 3-5 years – ~~\$3,500~~ **\$4,500** retraining allowance + Level 1 outplacement
- 5+ years – ~~\$5,000~~ **\$6,000** retraining allowance + Level 2 outplacement (Reached 8/3)

Article VI - Job Security. J. Payment of Severance During Rehire Period. In a circumstance where an employee who has been laid off has the right under the contract to have priority consideration for available jobs for which they are qualified for a period of thirty days after the layoff date, such employee must elect to invoke their priority right and termination payments will not be paid until the first pay cycle after the end of the thirty-day priority period or after the date the employee waives further priority consideration. (Reached 8/22)

Article VII - Severance Pay. [New Section] Severance payment date. Severance pay shall be paid to the Employee not later than the date of the next regular payroll cycle following the Employee's separation date. (Reached 7/18)

Article IX - Vacations. D. Clarify regarding payment of unused vacation time upon separation that the month of separation is not included in the accrual unless the separation is on or after the 15<sup>th</sup> of the month. (Reached 8/22)

Article XI - Grievance Procedure. Notice of Disciplinary Meeting. E. 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. (Reached 9/7)

Article XI - Grievance Procedure. E. Define discharge meetings (except for those where layoff notices are delivered) as "disciplinary" and to similarly advise Union-represented Employees of their right to have a Union representative present. (Reached 6/27)

Article XX - Nondiscrimination. The Union and the Company agree to continue their policy of nondiscrimination as follows: the union shall not discriminate against applicants for Union membership, and the Company shall not discriminate against Employees, including regarding compensation, for reasons of race, color, sex, sexual orientation, gender identity **and expression**, creed, national origin, age, disability, veteran's status, union activity, or refusal to join in such activity. The Company shall take affirmative action to promote the goals of this Article as regards race, color, sex, creed, national origin, age, disability and veteran's status only. Nothing in this article overrides the provisions of Article X of this agreement.

The Company is committed to its equal employment opportunity policy, which promotes the recruitment and hiring of a diverse workforce, including employees of any race, color, sex, sexual orientation, gender identity **and expression**, creed, national origin, age, disability and veteran's status.

The Company is also committed to its anti-harassment policy, which prohibits harassment of employees based on their sex, sexual orientation, gender identity **and expression**, age, disability, national origin, race, religion, service in the military, or other protected traits.  
(Reached 8/22)

**Eligibility for first year wage increase.** (Company Prop. 1-H) (as clarified): Only employees on active payroll as of the date the Company processes the increases in the payroll will be eligible for any increases, including retroactive amounts, if any. Any changes to shift differential, Stand-By pay, minimum scales, or other premium payments (other than base wages) will not be retroactive. Clarified to acknowledge that severance pay for any laid off employees will include pay increases that are effective before the Termination Date.