

## **HPAE Proposal #7**

Revised November 2, 2016

### **1.07 Union Communications**

The Employer will provide a bulletin board outside the kitchen. Such bulletin board will have a glass or Plexiglas door that will be locked for the exclusive use of the Union. **Postings by the Union on such board shall be confined to matters related to Union activities and information resources, and may not include notices that are not protectable under the National Labor Relations Act and/or other federal, state, or local laws.** The bulletin board will be a double door type approximately 48 X 32 inches.

~~The Employer shall mount a mailbox with a lock that will be provided by the Union. The mail box will be located in the reception area for the use of the Union.~~

~~Employees may use their Employer e-mail accounts for the purposes of investigating grievances and administration of the agreement.~~

The Employer shall make available to employees meeting space for Union meetings and events, provided that reasonable notice is given to the Employer.

During the orientation period for new employees, a representative designated by the Union shall address the new employees about the Union during time set aside specifically for such purpose. Such Union orientation will not exceed one (1) hour. The union representative shall be paid, and if scheduled to work released for conducting such meetings.

## **HPAE Proposal #11**

Revised November 2, 2016

### **2.01 Non-Discrimination**

~~Neither the Employer nor the Union shall discriminate against or in favor of any employee on account of race, color, creed, national origin, marital status, sexual orientation, sex, age, handicap or disability. The Employer will not discriminate against any employee because the employee is a member of the Union or has filed a complaint or grievance against the Employer.~~

**The Employer and the Union agree that they shall not discriminate against employees covered by this Agreement as required by federal, state, and local laws.**

## **HPAE Proposal #13**

Revised November 2, 2016

### **2.03 Grievances and Arbitration**

A grievance shall be defined as a dispute or complaint ~~arising between the parties hereto under or out of this Agreement or~~ **concerning** the interpretation, application, performance, termination, or any alleged breach ~~thereof of this Agreement. and shall be processed and disposed of in the following manner:~~

**Verbal warnings or counselings that are not memorialized in writing shall not be subject to the grievance and arbitration procedure.**

**Grievances shall be processed in the following manner:**

#### Informal Discussion

An employee(s) having a grievance may discuss the grievance with their immediate supervisor. An authorized Union representative shall have the right to participate in all such discussions.

#### Step 1

If there is no informal discussion or the grievance is not resolved through such discussion, an employee(s) having a grievance shall submit the grievance in writing to their Department Head within ~~fourteen (14)~~ **ten (10)** days of the incident or within ~~fourteen (14)~~ **ten (10)** days of the employee(s) **or the Union** becoming aware of the incident. **The grievance shall identify the nature of the grievance, the date of the alleged grievance, and the provision(s) of the Agreement violated by the Employer.**

The Department Head or his/her designee shall meet with the grievant(s) and/or Union representative within seven (7) calendar days of receipt of the grievance and shall respond in writing within seven (7) calendar days after the meeting.

If the Department Head does not have the authority to remedy the grievance **or the parties mutually agree**, the grievance may be submitted directly at Step 2.

**Discharges or suspensions shall be brought directly to Step 2 of the grievance procedure.**

#### Step 2

Should the employee or the Union be dissatisfied with the Employer's disposition of the grievance in Step 2, the grievance may, within ~~fourteen (14)~~ **seven (7)** calendar days after the answer in Step 1, be presented at Step 2 to the **facility** CEO of the Employer. ~~Discharges or suspensions shall be brought directly to Step 2 of the grievance procedure.~~ The **facility** CEO will meet with the grievant and/or Union representative within seven (7) calendar days of the receipt of the grievance at Step 2 and shall respond in writing within seven (7) calendar days after the meeting.

#### Step 3 - Arbitration

Should the Union be dissatisfied with the Employer's disposition of such grievance in Step 2, the Union may notify the employer, in writing, of its intent to take an appeal to arbitration. Such notice shall be given within thirty (30) calendar days of receipt of the Step 2 decision, or the date it was due.

The Union may refer the matter to the American Arbitration Association within thirty (30) calendar days of its notice to the Employer. Both the Union and the Employer agree to abide by the American Arbitration Association's Voluntary Labor Arbitration Rules.

Each party will be responsible for one-half (1/2) the total cost of the arbitrator as well as the location of the hearing. Each party will be responsible for the expenses of its own witnesses or selected and called by a party to appear before an arbitrator.

The arbitrator shall have no power to add to, subtract from, or modify the terms of the agreement.

The decision of the arbitrator shall be final and binding on both parties.

Procedures:

The lack of a response by the Employer within the prescribed time shall be construed as a negative response and the Union shall have the right to proceed to the next step.

The Union and the Employer may agree to submit a grievance initially at Step 3/Arbitration of the grievance procedure.

Time limits may be extended by mutual agreement of the Union and the Employer. Such extension shall be in writing.

## **HPAE Proposal #19**

Revised November 2, 2016

### **3.03 Probationary Period**

Newly hired employees shall be considered probationary for a period of ninety (90) calendar days from the date of employment. **The probationary period can be extended for thirty (30) additional days upon mutual consent between the parties once the Employer provides the Union an explanation for the extension.**

~~During or at the end of the probationary period, the Employer may discharge an employee at will and such discharge shall not be subject to the grievance provisions of this Agreement.~~

**The probationary period shall constitute a trial period during which the Employer will determine the employee's ability, competency, fitness, and other qualifications needed to do his or her required job. However, the Employer has the right to discipline or discharge any probationary employee and such discipline or discharge will not be subject to the grievance and arbitration procedure.**

## **HPAE Proposal #25**

Revised November 2, 2016

### **3.08 Job Postings and Filling Vacant Positions**

The Employer shall post notices of all vacant and new positions.

Posting and Procedure: In the event the Employer intends to fill a bargaining unit position or create a new job which would be applicable to the bargaining unit, the Employer shall post notices of available positions for fourteen (14) calendar days on the bulletin board. A list of unfilled, vacant positions will be available to all employees.

An employee desiring to apply for a position shall submit a request in writing to the Human Resources department. The Employer will provide written confirmation of such application. The Employer will conduct the interview process in a timely manner.

The Employer shall give first consideration and preference to all bargaining unit employees applying for the position before considering other persons. The Employer shall award the position to the applicant on the basis of qualifications, experience and seniority. In the event there is no difference in the qualifications and experience of one or more such applicants to perform that work, then the Employer shall award the position to the bargaining unit employee with the greatest seniority. Experience will be a factor in so far as such experience is directly related to the job and is significantly greater for one candidate over another.

The Employer shall send a copy of all job postings, including date of the posting, job requirements, job descriptions, and list of all employees who applied for the job to the Union on a monthly basis.

**An employee who is awarded a different position through the bidding process set forth in this section shall serve a trial period for ninety (90) calendar days following the commencement date of the employee working in the different position. During this trial period, the Employer may, after providing the Union with an explanation for their decision, return the employee to his/her previous position or the employee may choose to return to their previous position. In such case, the employee shall retain his/her seniority and return to his/her previous wage rate.**

The Employer will be required to create and post positions on units when the need is established through the regular use of overtime, agency or per diem hours beyond their regular schedule. Regular use shall be defined as the actual hours worked or equivalent cost of time equal to a Full-time or part-time position over three months.

## **HPAE Proposal #65**

Counter-proposal to 10/13/16 Employer proposal - November 2, 2016

### **1.11 Management Rights**

Except where abridged by the expressed provisions of this agreement, the Employer retains the exclusive right to manage the business, to direct, control and schedule its operations and work force and make any and all decisions affecting the business, whether or not specifically mentioned herein and whether or not exercised before.

This right of management includes but is not limited to the right to hire, promote, assign, transfer, suspend, discharge and discipline employees with just cause, lay off, recall, select and determine the number of its employees including the number assigned to any particular work; increase or decrease the number; direct and schedule the work force; to promulgate, revise, post and enforce reasonable rules and regulations; to determine the location and type of operation including the methods, procedures, materials and operations to be utilized or to discontinue their performance by employees of the Employer in whole or in part; determine and schedule when overtime shall be worked; install or remove equipment; establish, maintain, revise or discontinue system functions, programs, and standards of service; establish or change job classifications; determine reasonable work performance levels, qualifications and standards of performance in accordance with professional practice standards, including performance improvement; and in all respects carry out the ordinary and customary function of management.

There shall be no individual agreements between employees and the Employer. This Agreement cannot be modified except by written agreement between the Employer and the Union.

## **HPAE Proposal #66**

Counter-proposal to 10/13/16 Employer proposal - November 2, 2016

### **1.12 No Strike – No Lockout**

During the term of this contract or any written extension thereof, the Union, its officers, agents, representatives and members or any employee, whether on or off duty, will not directly or indirectly authorize, cause, condone or lend support to a strike, including a sympathy strike, sit down, sit in, slow down, sick out, concerted refusal to work overtime or work stoppage or other interference with the operations of the Employer.

In addition to any other liability, remedy or right provided by applicable law or statute, should a strike, or other interference with the operations of the Employer occur, the Union, within twenty-four hours of a request by the Employer shall:

- a. Publicly disavow such action;
- b. Advise the Employer in writing that such action by employees has not been called or sanctioned by the Union;
- c. Shall instruct such employees to cease such actions and return to work immediately;
- d. Post notices on the Union bulletin board advising employees to return to work immediately.

During the term of this contract or any written extension thereof, the Employer will not lock out employees.

An employee may be subject to discipline up to and including termination for violation of this section.