

Purple Bargaining Update #3

May 3, 2013

The parties took another major step in the negotiations for a contract in a bargaining session in San Francisco on May 1, when tentative agreement was reached on the contract's "just cause" provision.

Under the language, Purple cannot discipline employees unless they have just cause to do so. That means pretty much what it sounds like. The reasons for a discipline must be provable, fair and equitable. If the union believes they are not, the discipline may be challenged through the grievance process and the dispute, if not resolved, will be decided by a neutral third party in an arbitration procedure. Without a union and the protections of the just-cause provision, a company is pretty much free to discipline as it deems fit unless the discipline can be proven to discriminate against a legally protected class under federal or state law.

We also moved closer to agreement on the final version of the grievance and arbitration procedure.

On the subject of rules and discipline, the union team asked management to explain it's tardiness policy. Here's their answer, conveyed through chief negotiator, attorney Bob Kane and Purple's vice president of operations, Fran Cummings: An employee may clock in up to ten minutes early and be paid for their time. An employee is considered late if they have not clocked in by 31 seconds past their scheduled arrival time. Employees are not expected to be logged at the start of their scheduled shifts. They are given a few minutes (normally two or three) to get their station ready and log on. If the station needs prep work that will take longer, the employee should notify their center manager.

Wednesday's meeting resulted in several other tentative agreements, including a provision that would prohibit the company from discriminating against "current or potential employees because of age, sex, race, creed, color, national origin, sexual or affectational orientation, or mental or physical disabilities, or any other basis prohibited by applicable law," or "because of membership or activity in the union." This language is important for two reasons. First, even though the law prohibits discrimination based on most of these classes, in some states it does not include all of them. Second, it allows the union to challenge an alleged discriminatory practice through the grievance process, often a much quicker and more effective venue than federal or state courts or administrative bodies.

Other tentative agreements reached on May 1 are:

- The "recognition clause" which describes the employees represented by the union and ensures that the work they do remains covered by the contract.
- The "dues checkoff" procedure, which allows an employee to have their dues automatically withheld from their checks.

- The article requiring the company to regularly supply certain information used by the union to monitor adherence to the contract.
- An agreement on staff representative visits to centers.

While the union team recognizes that many substantial issues remain, many of the agreed-upon provisions are considered to be foundational in the building of a collective bargaining agreement. Reaching agreement on them paves the way to move to the more substantive issues like workplace safety - including health damaging job requirements; scheduling issues; and economics.

Negotiations will resume on May 21 in Arizona, with an additional meeting scheduled for May 30 in the Bay Area.

The team again thanks the VIs in the four represented units for the continued participation and support. Employee involvement has gotten us this far, and only through employee involvement can we ensure success in our efforts to achieve a fair contract.

PMWG Purple Communications Unit
National Bargaining Team:

Mary Jane Moore, Arizona: National Unit Chair
Lindsey Antle, Denver: National Vice Chair
Margie Brooks, Oakland: National Vice Chair
Michelle Caplette, Arizona: National Vice Chair
Martin Yost, San Diego: National Vice Chair
Bruce Meachum, PMWG Representative: Chief Spokesperson

Also serving on the bargaining team for May 1 were Jo Linda Greenfield, Denver Assistant Vice Chair (AVC); Laurie Rivard, Oakland AVC; Molly Glauser, Arizona AVC and Norma Villegas, San Diego AVC.