

Guild-Company bargaining, August 23, 2021

10 am - 12 pm Pacific Time

Present for the company: Sean Kurysh, Vince Floyd

Present for the Guild: Michael Applegate, Mike Cabanatuan, Caroline Grannan, Lauren Hernandez, Tal Kopan, Shwanika Narayan, Todd Trumbull

- **The Guild committee began the bargaining session by reading an opening statement expressing concern about the tone of recent communications from the company**, expressing the hope and goal of the committee that the bargaining process be collaborative and respectful. Tal presented. You may read that [statement here](#).
 - In hopes that it might improve overall relations and resolve workplace issues more smoothly, **the Guild requested the swift formation of a Labor/Management Committee to amicably discuss issues as they arise, which** is already called for in our contract and has existed in the past.
 - The company's attorney, Vince Floyd, responded that the Guild should follow up directly with HR and management about forming the joint committee, but responded to the statement about bargaining relationships. He said the company does not want to be hostile and does not believe itself to be a source of hostility, historically. He said the company took offense to the Guild's initial statement of objectives, particularly the line that implied that more needed to be done "to ensure competitiveness and fairness in the contract," saying the company believes it has been very fair and reasonable, especially during the pandemic. **He committed to the company negotiating in good faith and said their goal is to reach an agreement.**
- **The Guild responded to the company's decision to not pay bargaining committee members for time off work spent bargaining with a request for a compromise:** that to ensure there is no hidden penalty to employees who volunteer their time and service on this committee, they still earn vacation time even when unpaid for bargaining. Michael A. made the request. Sean Kurysh from HR confirmed that bargaining members will lose vacation time accrual for any hours taken off work to spend bargaining.
 - **Vince responded that the company declines this proposal.** The Guild reiterated that this effectively penalizes committee members and asked if there was a strong reason the company was against this compromise. "We understand why you'd want that, but the reality is vacation simply does not accrue during non-working time," he said, suggesting Guild members may use their otherwise paid time off for bargaining.

- **The Guild presented most of its initial contract proposal**, in either specific language or specific requests with language to come. Lauren, Tal and Todd read the proposal.
- The Guild expressed that **we intend to discuss salaries, the merit pay program, and most other economics at a later date**, once we've made progress and had a chance to get the company's perspective on the contract.
- Proposed new / improved areas of the contract, including:
 - **16 weeks of parental leave** and up to 12 months unpaid when employees expand their family through birth or adoption
 - **Added MLK and Juneteenth holidays** (which the company has already indicated they're willing to grant) and proposed language ensuring that in the future Guild members are not excluded from new holidays given to other employees
 - Proposed **an increase to vacation time**, which will be granted in full at the beginning of the year and not go through the accrual system
 - Start employees at 3 weeks
 - Additional week at 2 years of service or experience
 - Another week at 10 years of service or experience
 - Allow vacation to roll over from year to year (currently we forfeit vacation time if we're unable to use it by June of following year). Employees would be able to bank up to 40 days of vacation at a time.
 - **Additional bereavement leave** to account for religious, cultural and distance needs
 - **At LEAST 10 days of sick time** with managers having the ability to grant additional time if a need is demonstrated
 - Added language on Health and Safety, including:
 - **Recognizing that our work may result in trauma** and ensuring the company will provide support needed to deal with such trauma
 - Under our proposal, **the company would be responsible for resources and training for any unsafe assignments**, and the contract would preserve our ability to turn down hazardous assignments without retribution

- When we do experience trauma or threats to our safety as a result of online harassment, **the company provide funds and resources to keep us safe**
- Specific provisions to protect employees if and when their photography or other company equipment is stolen or damaged, that **the company would be responsible to replace that equipment** and the member would not be disciplined as a result
 - **Members:** We would love to hear from you on any and all of the above -- send your thoughts to any of the bargaining committee members, contact information at the bottom.
 - **The company committed to presenting its proposal for the new contract at our next meeting**, which we scheduled for Sept. 22.

Sincerely,
Your bargaining committee

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