

# AQAU-CWA Bargaining Update #32

12/2/25 & 12/3/25

**Proposals** (Black are proposals that were discussed, Green are proposals that were newly introduced, Blue are proposals we have Tentative Agreements (TAs) on, Red are proposals that the company has rejected with reason provided.)

**Recognition** - After several sessions of working out the details, we reached an agreement on Recognition.

**Expedited Dispute Resolution** - The company introduced a proposal for an expedited process to resolve issues involving a strike or lockout. The Company proposed language that would permit it to ask a state or federal judge to stop strike activity while it contests the issue in arbitration. Note that the Company has previously proposed that individual employees have to choose between courts or administrative agencies (e.g., NLRB or EEOC) and the grievance procedure and may not use both.

**Transferring Out of the Department** - When first introduced, this was specifically to transfer out of departments. The company's response was to change it to transferring out of the unit. Our response was to combine the two in the hopes we can continue to work out the details. Because of the Company's position on management rights, if we do not secure agreement on each subject, the Company will reserve the right to do what it wants.

**Artificial Intelligence** - Previously, the company responded to our proposal on Artificial Intelligence with their Management Rights proposal, effectively saying "we can do whatever we want." When re-introduced, we were happy to see the company engaging with the proposal itself. As AI is continuously evolving, we will continue to engage the company in appropriate use of AI in the workplace, as a tool for workers, not as a replacement.

**Overtime** - The company offered a counter very similar to their previous proposals stating that in the event of needed overtime they would first request “qualified” volunteers completely at their own discretion they would then choose the needed number of volunteers again at their own discretion. The company also stated that they would provide notice of this overtime when “practicable” meaning they would have no real obligation to hold true on this statement. Additionally they did give 1 single”new” concession in their proposal stating they would not require more than 6 days of consecutive overtime in the event of mandatory overtime, something that is already status quo. The Union strongly objects to the Company’s position that there be no limits on the amount of overtime assigned in a six-day period; that the Company gets to pick who works any overtime; and that overtime may be assigned for weeks or months or years on end without any constraints.



## **Commentary**

During this session we engaged in a lengthy discussion with the company where we attempted to try and bridge the gap with our concerns on overtime. During the discussion we went in with an open mind and recognition of the strides the company has made in regard to overtime as it has been implemented over the past couple of years coming not from a place of hurt but from a place of making something better the company initially seemed to understand the issues we have and we had what seemed to be a healthy back and forth we left this initial conversation with relative optimism that we had made progress on this issue. The following day the company decided to give us what may be one of the most embarrassing proposals we have seen at this table yet. The only concession they made was the promise that they would not work us more than 6 days a week in the event of mandatory overtime - something we should note is already the status quo with absolutely no other limits whatsoever on the amount they could work us. To say this was a massive betrayal of trust at the bargaining table would be a serious understatement. The company had made the request of us to trust them and they would never try to burn out their employees while at the same time refusing to put in any guardrails that would protect workers from what Jeff Roper himself referred to as “The Satan Shift” (6am to 6pm schedule 6 days a week). In response to our numerous initial criticisms of this counter proposal, the company stated they were “open to a counter”. While they may say this, their actions seem to show otherwise in regards to this overtime proposal. We are hopeful that the company will at some point follow through on the promise they made to listen to their employees and actually have an engaging and productive response to our next counter proposal on overtime. In the meantime, we are calling out to membership to mobilize and make your voices heard on the issues.

## **Bargaining Dates**

The next bargaining dates are December 16th and January 13th.

In Solidarity, Your Bargaining Committee:

Colin Wescott Committee Chair

Andrew Snell 7250 Alex Doblado 6215 Chad Perkins 7250 Emily Danko 7250 Eric Castillo 9400	Ira Piros 7250 Jalen Churley 6215 Jenna Huffman 6215 Michelle Richardson 7250 Reginald Small 6215
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# Number of Proposals

We have a total of 47 proposals, 22 of which are currently on the table, and 25 that we have tentative agreements on. If anyone would like a brief explanation on what these proposals are about, please reach out to a bargaining committee member.

Proposals On The Table	Tentative Agreements (TA)
<b>Green</b> - New Proposal <b>Purple</b> - AQAU (9) <b>Orange</b> - ABK/MSFT (13)	<b>Bold</b> - New TA
Immigrant Workers Rights Performance Professional Development Plan Successorship Crediting Length of Service (aka Seniority) Transferring Out of the Department Artificial Intelligence Schedules & Hours Emergency Safe Haven Scheduling UPTO Force Adjustment Overtime Shift Differential Management Rights No Strike/No Lockout Hybrid Work Model Health, Dental, Vision and other Benefits Holidays Health Time Agency Claims Expedited Dispute Resolution	Dignity & Respect Contract Application Savings Clause Union Security Labor Management Committee PAF Contributions Union Activities Workplace Integrity Training Workplace Integrity Standards Grievance & Arbitration Tuition Reimbursement Business Expenses Discipline Disability Accommodations Voluntary Resignation Procedure Scheduling Vacation Safety & Health Professional Development: Feedback Parental School Leave Qualification Period Social Media Unplanned Closings Individual Creative Work Out-of-Title Work <b>Recognition</b>