

March 11, 2022

Article XX, Section E - Step Four: Notice of Intent to Arbitrate

Director of Labor Relations:

This Notice follows the HOA's Grievance dated February 2, 2022 and the Employer's denial of the Grievance dated March 3, 2022 (#22-11091).

The issue for arbitration is: "Did the Employer violate the parties' Agreement when it failed to make timely payments to house officers who properly submitted holiday pay requests?"

The Employer believes it can pay unit members holiday pay *at any time* after the employee fulfills their responsibility to make a payment request. For example, the underlying grievance includes examples of employees *working* (not simply being paid for a holiday) on Thanksgiving, and not being *paid* for that work until the end of January. That is inherently unreasonable, and violates not only Article III of the parties' labor contract, but also State wage payment law. Through the grievance process, the HOA is requesting timely payments for all work assigned by the Employer on a holiday. Going forward, holiday pay will be included no later than in the following month's paycheck, after notification by the unit member. Pay each member who was delayed their holiday compensation in 2021 and 2022 an additional 1/365th of their annual salary.

The HOA will contact FMCS for a panel.

Sincerely,

Robin Tarter

Robin Tarter
Executive Director, HOA
On behalf of the Association