

**Union** ★  
**Update**

**OPEIU**  
Local



*For Local 8 Members at Solid Ground*

*November 5, 2020*

## **Management Increases their Wage Offering!**

Our Union Bargaining Team (Cynthia Linder, Wallingford Offices, Omar Cuevas Vega, Wallingford Offices, Shana McCann, Wallingford Offices, Noel Lerner, Sandpoint Campus, David Olivera, Sandpoint Campus, Susan Walsh, Sandpoint Campus, Ellena Floyd, Solid Ground Transportation and Diane Arnold, Union Representative) continue to meet with Management's Team (Dan Swedlow, Summit Law, Debra McCollough, Human Resources Consultant, Shannon Rae, Hunger and Food Resource Department Director and Stabilization Services Director, and Dee Hillis, Residential Services Director). Next bargaining sessions are scheduled for November 9<sup>th</sup>, December 1<sup>st</sup>, and December 7<sup>th</sup>.

Our Bargaining Team met with the management team on Monday, November 2<sup>nd</sup> and we continue to push management to align the Union contract with the mission and values of Solid Ground. At our last session, the management team increased their wage proposal which is good news. While our team appreciates the movement by management, their proposal still falls short of our last counter proposal. (Please see the Bargaining Highlights chart below for details.) Our Bargaining Team asked if management would be receiving the same percentage increases as the

bargaining unit employees which has been the past practice, and we were told that they did not know. We have asked for this information. Shelly Parrish will be joining our next bargaining session on November 9<sup>th</sup> to give our Union Team a presentation on Solid Grounds financial outlook.

Over the past few bargaining sessions, our Bargaining team and management's team came to an agreement that Solid Ground would pay for up seven bargaining team members for up to 10 eight-hour bargaining sessions and some bargaining team caucuses. Management has also withdrawn their proposal to limit seniority in layoffs which is also good news. They have also proposed furlough language which our Bargaining Team has not responded to yet. A furlough is a temporary reduction in hours which is done to prevent layoffs when agencies face economic shortfalls. Their proposed language will only allow an employee to have their hours reduced for a period not to exceed one month. Our Bargaining Team has reached out for feedback from our members on this proposal. Please contact a Bargaining Team member or Diane at [diane@opeiu8.org](mailto:diane@opeiu8.org) if you have any concerns or questions.

## **Comment Sessions**

Thanks to all our Union members who have attended the comment sessions and expressed their concerns regarding the wage inequity between Solid Ground management and bargaining unit positions as well as other concerns. Your voices are powerful, and we encourage you to take this opportunity to be heard. We are stronger together! If you would like to attend the comment session, please join us between 9:30 and 10:00 am before each bargaining session at this zoom link:

<https://us02web.zoom.us/j/83307580704?pwd=S0lpc3NJRHhPUm1rcIFBR2ZXN1IUZz09>

## Highlights of the Union and Management Proposals on the Table

Management Proposals	Union Counter Proposals
<p><b><u>Wages:</u></b>  <u>January 1, 2021 – 2.0% across the board wage increase</u>  <u>1/1/22 – 1.5% across the board wage increase</u>  <u>1/1/23 – 1.5% across the board wage increase.</u></p>	<p><b><u>Wages:</u></b>            Three and one half percent (3.5%) Cost of Living Wage Adjustment Increase effective January 1, 2021 and a three percent (3%) Cost of Living Wage Adjustment Increase on July 1, 2021.            Three (3.0%) Cost of Living Wage Adjustment Increase effective January 1, 2022 and (3%) three percent Cost of Living Wage Adjustment Increase effective July 1, 2022.            Three percent (3.0%) Cost of Living Wage Adjustment Increase effective January 1, percent and (3%) Cost of Living Wage Adjustment Increase effective July 1, 2023. with a wage opener. If in October of 2021 and 2022 the Seattle/Bremerton CPI-U is greater than three (3%) percent , or Solid Ground receives any federal, county or city stimulus monies due to a pandemic or other emergency, the Union may re-open Section 14.1(a) to re-</p>

	<p>negotiate the January 1, 2022 and July 1, 2022 or January 1, 2023 and July 1, 2023 Cost of Living Wage Adjustment Increases.</p>
<p><b><u>Hazard Pay</u></b>  Management Continues to Reject</p>	<p><b><u>Hazard Pay</u></b>  Employees who must report to their worksite and/or have direct contact with Solid Ground program participants to perform their duties and responsibilities will receive hazard pay at the rate of five dollars (\$5.00) per hour retroactive to August 1, 2020 and until such time as the state of emergency in Washington State is rescinded.</p>
<p><b><u>Seniority:</u></b>  <b><u>Section</u></b>  <b><u>5.1 APPLICATION</u></b> Seniority shall be calculated from the first date of hire in any Solid Ground program, subsidiary or affiliate. Where ability is equal, seniority shall be observed in rehires, transfers and promotions. Seniority shall be the determining factor in <del>layoff</del> vacation preference, shift changes and training opportunities. <del>Seniority shall continue for a period of twelve (12) months during layoff. For rehire, the employee must provide the Employer's Human Resources office with a</del></p>	<p><b><u>Seniority:</u></b>  Seniority shall be calculated from the first date of hire in any Solid Ground program, subsidiary or affiliate. Where ability is equal, seniority shall be observed in rehires, transfers and promotions per Section 4.1© Seniority shall be the determining factor in layoffs, vacation preference, shift changes and training opportunities. <del>Seniority shall continue for a period of twelve (12) months during layoff. For rehire, the employee must provide the Employer's Human Resources office with a current</del></p>

<p>current mailing address and telephone number.</p>	<p>mailing address and telephone number.</p>
<p><b><u>Mgmt and Union have reached a Tentative Agreement</u></b>  <b><u>Section 5.3 LAYOFF and RECALL</u></b> If the Employer determines that there is a need for a layoff in a particular program, it will endeavor to layoff the least senior employee(s) first in the impacted program unless the remaining employees would not have the requisite skills and ability to perform the work. Employees laid off shall not have bumping rights. The Employer, upon rehiring from the 12-month recall list, shall generally do so in order of seniority unless other factors justify a recall out of seniority order. In any situation calling for out of seniority recall, the Employer shall first meet and confer with the Union to discuss the plan. Seniority shall continue for a period of twelve (12) months during layoff. For rehire, the employee must provide the Employer's Human Resources office with a current mailing address and telephone number.</p>	<p><b><u>Section 5.3 RECALL FROM LAYOFF and RECALL</u></b> <del>The Employer, upon rehiring, shall do so in order of seniority. If the Employer determines that there is a need for a layoff in a particular program, it will endeavor to lay off the least senior employee(s) first in the impacted program unless the remaining employees would not have the requisite skills and ability to perform the work. Employees laid off shall not have bumping rights. The Employer, upon rehiring from the 12-month recall list, shall generally do so in order of seniority unless the employees recalled would not have the requisite skills and ability to perform the work. In Any situation calling for out of seniority recall, requires agreement with the Union. The Employer shall first meet and confer with the Union to discuss the plan.</del></p>

**Mgmt Withdrew their proposal**

**Section 5.3(a):** The last employee laid off from a job will be the first recalled to that job before internal transfers or promotions or outside applicants are considered, ~~unless the internal transfers and/or promotions would not result in any further backfilling in which case such moves may occur prior to recall.~~

**New Section** (Temporary hours reduction/furloughs): As an alternative to layoffs, the Employer may temporarily reduce the hours of all employees in the bargaining unit (or program) for a period not to exceed one (1) month. Any reduction of hours lasting longer than one (1) month requires agreement with the Union.

**Severance:** A Transition Assistance Bonus will be paid on the last paycheck to all regular staff employees who are laid off, not including temporary or time limited employees. The severance amount shall be paid so that the amount after payment of all applicable taxes and usual deductions is equal to the amount below:

	Current	Proposed
0-1 yrs	\$800.00	<b><u>\$850.00</u></b>

**Section 5.3(a):** The last employee laid off from a job will be the first recalled to that job before internal transfers or promotions or outside candidates are considered.

**Union Response Pending on Mgmt Furlough Proposal**

**Union Response Pending**  
**Severance:** A Transition Assistance Bonus will be paid on the last paycheck to all staff employees who are laid off. The severance amount will be increased by the Cost of Living adjustment wage increases per Section 14.1(b) and shall be paid so that the amount after payment of all applicable taxes

2-5 yrs	\$1600.00	<b><u>\$1650.00</u></b>	and usual deductions is equal to the amount below:															
6-10 yrs	\$2400.00	<b><u>\$2450.00</u></b>																
>10 yrs	\$3200.00	<b><u>\$3250.00</u></b>																
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<b><u>Section 6.1 PAID HOLIDAYS</u></b> Management Rejects			<b><u>Section 6.1 PAID HOLIDAYS</u></b> The Union proposed two additional holidays: Juneteenth Indigenous People’s Day															
<b><u>Paid Family and Medical Leave</u></b> <b><u>Premium:</u></b> Employer is currently paying the employer and employee premium for this benefit. Employer wants the employee to pay for the employee portion of the premium.			<b><u>Paid Family and Medical Leave</u></b> <b><u>Premium:</u></b> Solid Ground will pay both the Employer and the Employee premiums															
<b><u>Section Self &amp; Community Care Days</u></b> Management Rejects			<b><u>New Section Self &amp; Community Care Days</u></b> Employees will receive two (2) self/community care days in the first six months of the calendar year and two (2) self/community care days in the second six months of the calendar year which may not be carried over from one six month period to another or one year to another. The self/community care days may be used from the date of hire. Self/community care days will be															

	<p>prorated for part-time employees.</p>
<p><b><u>Mgmt New Section Proposal</u></b></p> <p>Solid Ground is committed to a diverse workforce that reflects the communities it serves. Solid Ground is committed to hiring and promotion practices that empower historically marginalized people, especially <b>Black, Indigenous and People of Color</b> in their career advancement. The employer is committed to developing Employees who are reflective of the clients served and continues to work to increase the diversity of leaders at Solid Ground. All hiring and promotion practices will be carried out with <del>this</del> the overriding goal of hiring obtaining the highest level of talent from the most diverse group of candidates possible. The Employer will endeavor to ensure diversity on its interview panels.</p> <p><b><u>Mgmt and Union have reached a Tentative Agreement on Section 4.1(a). Job Posting</u></b></p>	<p><b><u>Union Counter</u></b></p> <p>Solid Ground is committed to a diverse workforce that reflects the communities it serves. Solid Ground is committed to hiring and promotion practices that empower historically marginalized people, especially <b><u>Black, Indigenous and</u></b> People of Color in their career advancement. The Employer is committed to developing Employees who are reflective of the clients served and continues to work to increase the diversity of leaders at Solid Ground. All hiring and promotion practices will be carried out with <del>this</del> the overriding goal of hiring <del>obtaining the highest level of talent from</del> the most diverse group of candidates possible. The Employer will endeavor to ensure diversity on its interview panels.</p> <p><b><u>Section 4.1(a) Job Posting</u></b></p> <p>Notice of all job vacancies shall be emailed <u>to all employees and the union</u> and posted on a designated bulletin board in each facility that is easily accessible to employees for a period of five (5) working days prior to posting</p>



externally. Posted job descriptions shall be written using a standardized format that encourages qualified candidates protected by Section 16.2 to apply. Where possible, the substitution of work experience for college degrees, the allowance of flexible working hours, and the inclusion of transferable skills which can be substituted from one type of position to another will be used to ensure that candidates protected by Section 16.2 are not excluded from qualifying for job openings. The Employer will interview all internal applicants who meet the minimum qualifications and submit applications within the five-day internal process for union jobs before posting externally. If none are qualified, as determined by the Employer based on technical and soft skills, ability, past performance, and interview performance, ~~and other factors,~~ the Employer may then interview external candidates. An employee who applies for a position and is not selected for an interview or is selected for an interview and is not hired for the position will be notified of the

	<p>decision and the reason the employee was not selected by the hiring supervisor. The Employer is committed to helping employees in their career development.</p>
<p><b><u>Section 14.6(a)</u></b> The Employer will subsidize the monthly cost of an Orca pass for any employee who takes public transportation to or from work <b><u>seventy-five percent (75%)</u></b> <del>ninety percent (90%)</del> of the days they are scheduled to work. The Employee will pay <b><u>fifty percent (50%)</u></b> <del>ten dollars (\$10.00)</del> per month of the Orca pass cost. For employees who are qualified for a reduced-fare transit pass, the subsidy will be 100%. If an employee loses their card for any reason, it is the employee's responsibility to replace the card and that cost will be through payroll deduction.</p>	<p><b><u>Union Counter Proposal Pending Section 14.6(a) Orca Card</u></b> The Employer will subsidize the monthly cost of an Orca pass for any employee who <del>takes a bus to or from work</del> <b><u>seventy-five percent (75%)</u></b> <del>ninety percent (90%)</del> of the days they are scheduled to work <b><u>who commutes to work by any means other than driving their personal automobile.</u></b> The Employee will pay ten dollars (\$10.00) per month of the Orca pass cost. For employees who are qualified for a reduced-fare transit pass, the subsidy will be 100%. If an employee loses their card for any reason, it is the employee's responsibility to replace the card and that cost will be through payroll deduction.</p>

**Questions? Contact Diane Arnold, Union Representative, 206-441-8880 ext. 115 or [Diane@opeiu8.org](mailto:Diane@opeiu8.org)**

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**OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 8**

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