

Union ★
Update

OPEIU
Local



for OPEIU Local 8 members at Solid Ground

September 24, 2020

Union Contract Negotiations Underway!

Our Union Bargaining Team (Omar Cuevas Vega, Wallingford Offices; Shana McCann, Wallingford Offices; Noel Lerner, Sandpoint Campus; David Olivera, Sandpoint Campus; Susan Walsh, Sandpoint Campus; and Ellena Floyd, Solid Ground Transportation) met with Management's Team (Dan Swedlow, Summit Law; Colleen Goodwin, Interim Human Resources Director; Shannon Rae, Hunger and Food Resource Department Director and Stabilization Services Director; and Dee Hillis, Residential Services Director) on August 28th, September 3rd, September 17th and September 22nd. Next bargaining sessions are scheduled for October 20th, and November 2nd.

The Management Team proposed ground rules for negotiations three weeks before the negotiations were scheduled to begin. While our Union Bargaining Team agrees with some of the ground rules, one ground rule our Union Team rejected was management's proposal to limit the number of Solid Ground Union Bargaining Team members to four (we have six) and reduce the number of bargaining sessions management will consider as paid work time to five, when was previously an unlimited number. Solid Ground has had a many decades long well-established past practice of allowing the Union to determine the size of the Bargaining Team and pay the Union Bargaining Team members for all work hours at the negotiating table including contract proposal preparation time. Solid

Ground management stated that they will also no longer pay for any prep time. Our Union Bargaining Team believes that the past practice of allowing staff to participate in all aspects of the negotiations on paid work time supports Solid Ground’s mission to build community and to undo racism and other forms of oppression because it eliminates economic and other barriers so our members who want to participate in the negotiations can. The Union and Management have come to a temporary agreement for our current negotiations that the Employer will pay for up to 10 bargaining sessions including team caucuses used for preparation and pre-vote meetings. The Union will propose some contract language for the new contract to address future negotiations and Union Steward on-the-clock activities.

In past Union negotiations, Union members have had the opportunity to make comments or have their questions answered by the Union and Management Bargaining teams in the first fifteen minutes of our bargaining session from 9:30 to 9:45 am. The link and instructions will be provided to you as soon as possible via email.

Bargaining Update Meeting

Please virtually attend the Lunch and Learn on Friday, September 25th from 12:30 to 1 pm during your lunch period for a bargaining update. Contact Sidney Williams or Shana McCann for the meeting link.

Highlights of the Union and Management Proposals on the Table

Management Proposals	Union Proposals
<p><u>Wages:</u> <u>January 1, 2021 – 1.5% across the board wage increase</u></p>	<p><u>Wages:</u> Five percent (5%) Cost of Living Wage Adjustment Increase effective January 1, 2021 and a five</p>

1/1/22 – 90% June to June CPI-W for Seattle, Tacoma, Bellevue (min 1.0% and max 2.0%)

1/1/23 – 90% June to June CPI-W for Seattle, Tacoma, Bellevue (min 1.0% and max 2.0%)

percent (5%) Cost of Living Wage Adjustment Increase on July 1, 2021.

Five (5%) Cost of Living Wage Adjustment Increase effective January 1, 20 22 and (5%) five percent Cost of Living Wage Adjustment Increase effective July 1, 20 22.

Five percent (5%) Cost of Living Wage Adjustment Increase effective January 1, percent and (5%) 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 five (5%) 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-negotiate the January 1, 2022 and July 1, 2022 or January 1, 2023 and July 1, 2023 Cost of Living Wage Adjustment Increases.

Hazard Pay

Management Rejects Union’s Proposal

New Section 14.1(c) HAZARD PAY

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.

Seniority

Seniority shall be a factor given consideration in layoffs, vacation preference, shift changes and training opportunities. Other factors shall also be considered including diversity, past performance as well as skills and abilities. Where all factors are essentially equal, seniority shall be considered as a tie breaker.

Seniority 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(c) Seniority shall be the determining factor in layoffs, vacation preference, shift changes and training opportunities. 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.

Union counterproposal pending.

Section 5.3 LAYOFF and RECALL 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

Section 5.3 RECALL FROM LAYOFF:
This is the Current Contract Language - The Employer, upon rehiring, shall do so in order of seniority.

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.

Management counterproposal to Union pending.

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.

Management counterproposal to Union pending.

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Severance:

Management Response Rejects Union's Proposal

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 and usual deductions is equal to the amount below:

	2019	2020 example
0-1 yrs	\$800	\$884
2-5 yrs	\$1600	\$1769
6-10 yrs	\$2400	\$2653
Greater than 10 yrs	\$3200	\$3538

Section 6.1 PAID HOLIDAYS

Management Rejects Union's Proposal

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Union proposed two additional holidays:

Juneteenth

Indigenous People's Day

Paid Family and Medical Leave

Premium: 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.

Management Rejects Union's Proposal

Paid Family and Medical Leave

Premium:

Solid Ground will pay both the Employer and the Employee premiums.

New Section Self & Community Care Days

Management Rejects Union's Proposal

New Section Self & Community Care Days

Employees will receive two (2) self/community care days in the first six months of the calendar year and two (2) self/community 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 prorated for part-time employees.

Job Posting:

Solid Ground is committed to a diverse workforce that reflects the communities it serves. Solid Ground is committed to hiring and

Job Posting: Solid Ground shall hire and promote workforce that reflects the communities it serves. Solid Ground is committed to hiring and promotion practices that empower

promotion practices that empower historically marginalized people, especially Black, Indigenous and 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 this overriding goal of 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.

Management and the Union are working with the Anti-Racist Initiative.

historically marginalized people, especially Black, Indigenous and 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 leaders at Solid Ground who are historically marginalized especially Black, Indigenous, and People of Color. The interview panel will consist of two employees who are Black, Indigenous or People of Color and one union member from the same worksite as the position and one hiring manager. The interview panel will make the final decision as to who is hired or promoted.

Section 4.1(a) JOB POSTING Notice of all job vacancies shall be emailed to all employees and the union 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 externally. Posted job descriptions shall be written

Section 4.1(a) JOB POSTING Notice of all job vacancies shall be emailed to all employees and the union and posted on a designated bulletin board in each facility that is easily accessible to employees. Posted job descriptions shall be written using a standardized format that encourages qualified candidates protected by Section 16.2 to apply. Where

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 skills, ability, past performance, 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 decision and the reason the employee was not selected by the

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 open job posting period for union jobs. Preference will be given to internal hires with a goal of continuing to increase inclusion of historically marginalized people especially Black, Indigenous and People of Color. If no internal applicants progress beyond the interview process, the Employer may then interview external candidates, still with a focus on increasing inclusion of historically marginalized people especially Black, Indigenous and People of Color. 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 decision and the reason the employee was not selected by the

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If you have any questions or concerns, please contact a bargaining team member (listed above) or Union Representative, Diane Arnold at diane@opeiu8.org.

Want to stay informed about union negotiations, meetings, and actions in your workplace?

Text **Local 8** to **97779** to receive text updates.

It will prompt you to let us know your name and where you work to make sure you get the right updates. (Message and data rates may apply)



OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 8

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