



**JOIN Together ★ FIGHT Together ★ WIN Together!**

# Union Update

for Local 8 Members at SHA—January 21, 2010

## MESSAGE TO THE SHA BOARD OF COMMISSIONERS:

*“We have courage in what we do and commitment to our service. We’ve made sacrifices for SHA and now we want your support in our endeavor to win a fair contract that gives us job flexibility and a fair wage scale.”—Carol Rozumalski*

On Tuesday, January 19 a small delegation went before the SHA Board of Commissioners to deliver a message on behalf of the OPEIU bargaining unit. Stay tuned for more Board visits, workplace actions and membership meetings as we fight to win a fair Contract.

## PROGRESS MADE BUT SEVERAL KEY ISSUES STILL UNRESOLVED

Since our Bargaining Team last provided a detailed progress report, we’ve had 3 bargaining sessions. While some movement has been made, SHA management still insists on a wage scale that doesn’t fairly recognize our longevity—regardless of where we are on the scale.

**HERE’S A SUMMARY OF OUR OUTSTANDING ISSUES AS OF JANUARY 19, 2010. PLEASE CONTACT A MEMBER OF THE BARGAINING TEAM IF YOU HAVE ANY QUESTIONS.**

Union Position Compensation	SHA Position Compensation
<p>Effective 10/1 each year of the contract, employees shall receive 100% of the Seattle-Tacoma-Bremerton CPI, with a <b>minimum of 2.5% and a maximum of 4% increase.</b></p> <p><b>Annual step increases on an employee’s anniversary date</b> and employees at the top step to choose a 2.5% lump sum payment or 5 personal days.</p> <p><b>Add Step 13</b> at 2.5% above Step 12 effective 10/1/09.</p>	<p>Effective 10/1/09 all employees shall receive a pay increase of 2%.</p> <p>Effective 10/1/10 employees shall receive 100% of CPI with a <b>minimum of 1.5% and a maximum of 3% increase.</b></p> <p>If CPI is 2.5% or more, employees will move up a step and any amount between 2.5% and 3% will be applied to the wage scale. Employees “topped out” may receive a 2.5% lump sum payment or 5 additional personal days.</p> <p>Effective 10/1/11 through 12/31/12 employees will receive the same as above except the <b>minimum is 1.75% and maximum is 4%.</b></p>

<b>Union Position</b> <b>Hours of Work/Inclement Weather</b>	<b>SHA Position</b> <b>Hours of Work/Inclement Weather</b>
<p><b>Make-Up Time:</b> Employees may make-up time if they must leave work early due to circumstances beyond their control.</p> <p>Compressed workweeks may be changed with 30 days' notice.</p> <p>Employees working a compressed workweek may make-up 2 hours during a week with a holiday.</p> <p><b>Inclement Weather:</b> Union wants employees to be able to make up time for any work missed if can't come to work, delayed or must leave early due to personal safety risk.</p>	<p>Rejects</p> <p>Agrees but employee must give 30 days' notice too.</p> <p>Rejects</p> <p>Rejects ability to make up time. Has agreed to include "leave work early".</p>
<b>Union Position</b> <b>Bereavement Leave</b>	<b>SHA Position</b> <b>Bereavement Leave</b>
<p>2 days for bereavement leave instead of 1 day. <i>(We've modified our proposal to meet SHA half-way but they still REJECT.)</i></p>	<p>1 additional day if traveling more than 200 miles round trip.</p>
<b>Union Position</b> <b>Contract Duration</b>	<b>SHA Position</b> <b>Contract Duration</b>
<p>Contract effective 10/1/09 – 9/30/12</p>	<p>Contract effective 10/1/09 – 12/31/12</p>
<b>Union Position</b> <b>Job Posting/Transfers/Evals/Upgrades</b>	<b>SHA Position</b> <b>Job Posting/Transfers/Evals/Upgrades</b>
<p>SHA <b>"will"</b> post a vacant position internally for applicants from the same classification.</p> <p>Delete current language to lateral transfers are awarded due to skills and seniority.</p> <p><b>Upgrades:</b> Disputes may be referred to PERC for mediation.</p>	<p>SHA <b>"may"</b> post a vacant position internally for applicants from the same classification.</p> <p>SHA can award lateral transfers based solely on valid business needs.</p> <p>Rejects</p>

## ISSUES WHERE WE HAVE AGREEMENT OR WHERE WE'RE GETTING CLOSER TO AGREEMENT:

**Upgrades for PMAII and APM:** SHA has not rejected our proposals but has now proposed that we continue the compensation review outside of bargaining, the terms of which would be outlined in a Letter of Understanding. The Union has not agreed to these terms yet. In addition, the Union has stated we want to also look at the Administrative Assistant classification although no specific proposal has been given.

**Translation Responsibilities:** The Union has expressed our concern that the paperwork and process for getting the \$5.00/hr. premium is cumbersome and makes it difficult for employees to obtain. We'll continue discussions.

**Process for Creating New Positions at SHA:** We're having discussions around the newly created Community Liaison position and why it's out of the bargaining unit.

**Lead Employee:** Any lead positions shall be posted in accordance with 9.1 when a project is for more than 3 weeks, unless Employer assigns an exempt employee or manager to cover such a project. *We don't yet have agreement on the rate of pay for Leads. SHA wants to pay a 5% premium and the Union wants \$1.50/hr. Both would be in addition to regular rate of pay.*

**Workweek-Workday:** If staffing late shifts or Saturday shifts Employer must schedule employees by order of seniority of those qualified to perform the work, with least senior required to work such shifts. *Agreement.*

**Posting and Filling of Jobs:** Postings must include "shift hours" in addition to job title, pay grade, and a statement of minimum qualifications. All bargaining unit members who apply for a posted position with minimum qualifications shall be offered an interview. *Agreement.*

**Loss of Seniority:** Employees have 10 working days instead of 5 to report to work after notice of recall. *Agreement.*

**Health and Safety:** All employee concerns will be responded to in writing by the Employer within 3 business days of receiving the information. *Agreement.*

**Training and Education:** We have agreement on 3 OPEIU representatives to serve on the SHA Training Advisory Committee. The Union wants to be able to negotiate any recommendations coming from the Committee. *SHA has rejected this.* The Employer shall make every effort to implement an employee's training and development plan that is relevant to the Agency's business needs (*Union wants "requirements" instead of "needs".*)

**Hours of Work:** Union wants: "Different start times may be changed if doesn't impact customer service requirements or business requirements". SHA wants business "needs" not "requirements".

**Requests for Flexible Schedule:** Requests for a flexible schedule or compressed work week shall be considered with a written explanation within 5 days of receiving the request if denied. *Agreement.*

**Inclement Weather:** In the event of an emergency closure the day before the holiday and an employee doesn't have paid leave available, SHA will allow the payment of the holiday. *Agreement.*

**Kronos System:** SHA is forming a task force with Local 8 participants.

**Safety jackets for Inspectors:** SHA is open to this but we need to get consensus among the Inspectors about what kind of apparel is needed.

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