

Solid Ground/ OPEIU Local 8 Contract Negotiations

Tentative Agreement

August 16, 2018

Revised to Read: THIS AGREEMENT is made and entered into at Seattle, Washington ~~this 1st day of July 2014~~, by and between SOLID GROUND, hereinafter referred to as the EMPLOYER and OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL NO. 8, AFL-CIO, hereinafter referred to as the UNION, for the purpose of fixing the minimum wage scale, schedule of hours, and general rules and regulations between the EMPLOYER and the UNION, and to clearly define mutual obligations between the parties hereto.

Revise to Read: **ARTICLE 1 RECOGNITION OF THE UNION**

Section 1.1 CURRENT BARGAINING UNIT The Employer agrees to recognize and hereby does recognize the Union as the sole and exclusive collective bargaining agent with respect to rates of pay, hours and all other terms and conditions of employment for the appropriate bargaining units herein established and described as follows:

- (a) All regular Hunger and Food Resources staff positions.
- (b) All regular Stabilization Services and Residential Services staff positions.
- (c) All regular Administrative staff positions.
- (d) All regular Resource Development staff positions.
- (e) All regular staff positions in Advocacy.
- (f) All regular administrative staff positions in Solid Ground Transportation.
- (g) All regular and substitute Broadview Shelter staff positions.
- (h) All new positions in (a) through (g) above, or any reorganized programs which include positions currently in (a) through (g).
- (i) Any new Solid Ground program in which a majority of employees sign Union authorization cards will be given voluntary recognition by Solid Ground upon a card check by a neutral third party.
- (j) Employees specifically excluded from this contract include:
 - (1) Employees covered under other OPEIU Local 8 contracts.
 - (2) Confidential employees.
 - (3) Department Directors, Deputy Directors, President and CEO, Vice President of Strategy and Programs, **Chief Officers, Payroll Accountant**, and Senior Advisor.

- (4) Supervisors and Management employees as defined by the National Labor Relations Act and interpreted by the National Labor Relations Board and the Supreme Court.
- (5) Employees of all other Solid Ground programs that are not specifically listed in this contract unless a majority of employees sign Union authorization cards as defined in Section 1.2. Such groups will receive voluntary recognition upon a neutral third party card check.
- (6) Temporary employees as defined in Section 9.4(b).

Revised to Read: **ARTICLE 2 UNION SECURITY AND MEMBERSHIP**

New Section 2.4(b) UNION NEW MEMBER ORIENTATION The Employer will arrange with the designated Union representative an opportunity to introduce themselves and provide a brief overview of OPEIU Local 8 to Union Employees during onboarding.

New Section 2.5(a) SHOP STEWARD LEAVE Notification A shop steward may request leave without pay for thirty (30) calendar days or less for the purpose of official union work. Leaves of three (3) consecutive days or more must have prior approval by their supervisor subject to Human Resources' approval. The provisions of Sections 7.2(a) and 7.5 apply to such employee leave. If union leave is granted, the employee's existing seniority status shall be maintained. Time spent performing union work shall be tracked in the time management system.

New Section 2.5(b) UNION REPRESENTATION In an effort to have agency-wide Union representation, the Employer will encourage Union employees to serve as Union Stewards at their worksites.

Section 2.7(b) HARDSHIP FUND The OPEIU Local 8 Hardship Fund provides assistance to Local 8 Members experiencing an immediate, severe, and temporary financial situation due to an emergency. The Employer agrees to deduct the specific sum from the salary of any member of the bargaining unit who voluntarily executes an OPEIU Local 8 Hardship Fund Check-Off Authorization form. The Employer will remit these deductions to OPEIU Local 8 along with a list of bargaining unit employees' names and amounts deducted no later than the 15th day following the last pay day of each month. The Union agrees to indemnify, defend and hold harmless Solid Ground from and against any and all damages, claims, demands, suits, judgments or other forms of liability arising **from** the operation of this section.

Revise to Read: **ARTICLE 4 HIRING AND TERMINATION**

Section 4.1(a) JOB POSTING Notice of all job vacancies shall be emailed 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 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** applicants who meet the minimum qualifications and **submit applications within the five-day internal process for union jobs, if none are qualified, 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 hiring supervisor. The Employer is committed to helping employees in their career development.

Section 4.1(c) INTERNAL HIRING Employees applying for another position within Solid Ground shall have their application, interview and reference information that includes seniority and qualifications for the job. In the event two or more internal candidates have comparable seniority (within 180 days) and the same relative qualifications for the job, seniority preference will be given to the candidate of color. 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. Solid Ground is committed to helping Employees, especially People of Color in their career advancement.

An employee hired to a higher position shall, at the minimum, receive the base rate of that position plus any length of service increases the employee is eligible for and shall receive such pay rate immediately. All employees so hired shall be placed on the higher rated job for a trial period of one hundred and eighty (180) days. In the event the employee does not successfully pass the trial period, such employee shall be given **their** former position without loss of FTE or former pay including contractual and step increases.

Current employees who accepts another position with the agency which pays less than their current position will have their wages frozen at the current level until such time as the wage of the new positions exceeds the wage that has been frozen.

New Section 4.1(d) BRIDGE OF SERVICE To be eligible for bridge of service, an employee must have originally worked for at least twelve (12) consecutive months and resigned their employment with proper notice or were laid off and are eligible for rehire. If the employee is rehired within one (1) year, they will be credited for their previous time worked and placed on the appropriate wage scale step and be credited for the accrual rate of personal leave. It does not affect seniority unless the employee returns from lay off within one (1) year.

Section 4.3 NOTIFICATION The Employer shall notify the Union of new employees by the fifteenth (15th) of each month; provided that, the employees are covered under Article 1, giving the employee's name, address, **date of birth, job** classification, rate of pay, **date of hire, personal email address and personal phone number if the information is provided by the employee, list of terminations, leaves, temporary staff backfill for positions under Article 1.**

Section 4.5(a) PROGRESSIVE DISCIPLINE/JUST CAUSE No employee shall be disciplined or discharged except for just cause. The Employer shall use a uniform progressive discipline system which shall include verbal counseling, written warnings, probation and/or suspensions up to and including termination. These are suggested procedures and will vary depending on

the nature and severity of the incident. The level of discipline imposed is based on the act that led to discipline. The principles of just cause apply at all levels of discipline. **The employee may request union representation to be present in an investigatory meeting per Section 4.6.** Upon termination, an employee, upon **written** request, shall receive written notice from the Employer or Employer's agents stating the cause of termination.

~~**Section 4.7 RESOLUTION WORK GROUP** The Union and Management will work together to create a resolution process through the Labor Management Committee to address issues related to institutional racism to support Solid Ground's anti-racism values.~~

Section 4.10 Employees working at Solid Ground Transportation (SGT) who are covered by this agreement shall be governed by the attendance policy as outlined in the Collective Bargaining Agreement between Amalgamated Transit Union, Local 587 and **Solid Ground Transportation, unless** both Management and the Union mutually agree to negotiate a new policy.

Revise to Read: **ARTICLE 5 SENIORITY**

Section 5.2 LOSS OF SENIORITY An employee shall lose **their** seniority rights for any one of the following reasons: Voluntary **resignation**, termination for gross misconduct, discharge for cause, failure to report from layoff within five (5) working days after notification to report back to work. Notice shall be sent by registered mail, return receipt requested, to the employee's last known address.

Section 5.4 SEVERANCE In addition to any benefits required by the WARN Act or other law applicable federal or State law, employees laid off due to lack of work shall be entitled to the following:

- e). **Severance:** A Transition Assistance Bonus will be paid on the last paycheck to all staff employees who are laid off. 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:

0 – 1 year (0 – 12 months)	\$250.00 \$800.00
2 – 5 years (13 months – 60 months)	\$500.00 \$1600.00
6 – 10 years (61 months – 120 months)	\$1,500.00 \$2400.00
More than 10 years (121 months or more)	\$2,000.00 \$3200.00

Revise to Read: **ARTICLE 6 HOLIDAYS**

Section 6.3 OBSERVATION OF HOLIDAYS If any of the aforementioned holidays fall on Saturday, the holiday will be the preceding Friday. If the holiday falls on Sunday, the following Monday shall be considered the holiday. The only exceptions **are** Solid Ground Transportation

(SGT), Sandpoint Family and Broadview programs staff who are essential operations staff and who management schedules to work on a holiday. They will observe the holidays on the day the holiday falls.

Revise to Read: **ARTICLE 7 LEAVE**

Section 7.2(a) ACCRUAL RATES On an annual basis employees ~~other than those in Seattle Ground Transportation (SGT)~~ earn personal leave as follows:

0 – 12 months employment	196 hours
13 – 24 months employment	204 hours
25 – 36 months employment	216 hours
37 – 48 months employment	228 hours
49+ months employment	240 hours

~~Employees in Solid Ground Transportation (SGT) earn personal leave as follows:~~

0 – 12 months employment	160 hours
13 – 24 months employment	204 hours
25 – 36 months employment	216 hours
37 – 48 months employment	228 hours
49+ months employment	240 hours

Section 7.9 LEAVE SCHEDULING Based on seniority, employees shall be given preference in the selection of leave periods. An employee who splits ~~his/her~~ **their** leave may exercise seniority rights for the initial leave period; however, subsequent selection shall be made in accordance with the leave policy of the employee’s department. Where individual departments leave scheduling policies are in conflict with provisions of this Labor Agreement, the Agreement shall prevail.

Section 7.11 BEREAVEMENT Any regular employee suffering a death in the immediate family shall be allowed three (3) working days leave from work with pay, at the regular rate. Member of the immediate family is defined as father, mother, sister, brother, wife, husband, partner, son, daughter, stepparents, stepchildren, in-laws, significant other, **grandchildren, grandparents,** or close family type relationship.

Section 7.12(a) MEDICAL LEAVE OF ABSENCE Employees will be granted a medical leave of absence for the actual period of a medically related disability if all necessary documentation is submitted. ~~Management~~ **Human Resources** will assist the employee with the documentation process and provide them a reasonable amount of time to comply. During this period employees will be allowed to return to the same or comparable position with the same rate of pay, including contractual and step increases, provided the leave does not exceed six (6) months.

At the end of the six (6) month maximum Medical Leave of Absence period, employees will be authorized to take an additional leave of absence (Personal Leave) for medical reasons only. Employees must follow all leave procedures and documentation as required. Employees who have met all the conditions for the leave will be reinstated to the same or similar job at the same

rate of pay when at all possible. The maximum amount of time available for personal leave is three months. Employees must use a minimum of eighty percent (80%) of their personal leave time before time off becomes unpaid.

Employees must maintain their medical and dental coverage at their own expense during any unpaid portion of the leave. Agency paid health coverage ends on the last day of the month that is worked. However, during the months in which the employee does not work, but is using paid leave, the employee will continue to pay their portion of their medical/dental insurance premium cost. If the employee does not use paid leave during the month and does not work, then the employee will pay the total expense of the monthly insurance premiums, as stated above. Exceptions to this are if the employee is on an approved Labor & Industry claim or on approved FMLA.

Section 7.12(d) WASHINGTON STATE LEAVES Solid Ground supports healthy families. The Employer will comply with all state mandated leave provisions including the Family Leave Act, **WA Paid Sick Leave law**, and any regulations regarding pregnancy and childbirth related conditions for eligible employees.

Revised to read: **ARTICLE 9 DEFINITIONS**

Section 9.4(b) TEMPORARY EMPLOYEE A temporary employee is one whose employment is limited by time or task, known to the Employer at the time of hire. Temporary employees may be hired **initially** to work up to 520 hours **and if** there is a legitimate business reason, up to 800 hours. Legitimate business reasons include **FMLA, medical** leave of absence or positions which are short-term in nature because funding is authorized for a limited period of time, or a period of increased workload, **or specific skills and/or experience is necessary to meet business demands**. ~~The Employer is committed to providing additional hours for current Employees whenever possible provided the employee is qualified for such work. Bargaining unit Employees shall have the first right of refusal for overtime.~~ The Employer shall notify the Union in writing of any temporary employees who are temporarily hired into bargaining unit jobs. Extensions of temporary positions for more than 520 hours, for reasons other than those listed in this Section, can only be made with agreement of the Union. ~~Temporary employees working less than full-time will have the hours they can work prorated based on the percentage of full-time they are working.~~ If the Employer determines that the temporary job is to become a regular position that position will be subject to the posting requirement of Section 4.1(a) and seniority provisions of Article 5. Temporary employees are not considered in-house candidates for job openings.

Section 9.4(d) NO DISPLACEMENT OF REGULAR EMPLOYEES/ADDITIONAL HOURS The Employer agrees that temporary/substitute employees shall not be hired for the purpose of displacing regular full-time employees or avoiding filling full-time or regular part-time positions. ~~Bargaining unit employees shall have first right of refusal of overtime work.~~

The Employer is committed to providing additional hours for current Employees whenever possible provided the employee is qualified for such work. Bargaining unit Employees shall have the first right of refusal for overtime.

Revised to read: **ARTICLE 12 HEALTH AND WELFARE**

Section 12.1(a) COVERAGE/PREMIUM SHARE Employees will be covered under the ~~Group base Health Alliance~~ plan. Employees will have the option of buying up to receive a plan called ~~Group Health Alliant Plus~~ **called Buy-up** with lower deductibles and co-pays **and a broader network**. The cost to the employee of buying up is the total amount of increase that is over and above the total cost of the ~~Alliance Plan~~ **base plan**. This amount will be pre-tax. Employees will also be covered under the Delta Dental, Washington Dental Service plan.

Every employee agrees to pay a portion of the premium for medical/dental coverage, based on pay ranges and the following monthly rate schedule: Pay ranges 14-22 will pay 1% of the total cost of medical/dental total premium share per month; Pay Range 25 will pay 3.5% of the total cost of medical/dental total premium share; Pay ranges 27-32 will pay 5% of the total cost of medical/dental total premium share per month; and Pay Ranges 33-~~3447~~ will pay 12% of the total cost of medical/dental total premium share per month.

The Employer agrees to pay the remaining premium established by the Plan provider for whatever medical and dental plans are mutually agreed upon by the Employer and the Union. The amount will be automatically deducted from paychecks issued on each payroll date.

Revised to Read: **ARTICLE 14 SALARY SCHEDULE AND COMPENSATION**

Section 14.1(a) WAGE PAGE AND REOPENERS The Union and the Employer agree that wage levels at the date of ratification of this Agreement shall remain in effect until renegotiated. A wage page shall be attached as "Appendix A." The wage page is effective on January 1, **2018; January 1, 2019; July 1, 2019; January 1, 2020; and July 1, 2020 unless there is a wage opener for 2020.** of each year and **Appendix "A"** will reflect current base wages for all Union positions within the Agency as of that date, including any wage increases, new positions and other changes.

Section 14.1(b) WAGES All employees covered under this agreement will receive a **three and three quarter (3.75%) percent** ~~two percent (2%)~~ Cost of Living Wage Adjustment effective January 1, 2015~~8~~; ~~two and one quarter percent (2.025%)~~ Cost of Living Wage Adjustment effective January 1, 2016~~9~~; and **one and two three quarters percent (12.75%)** Cost of Living Wage Adjustment effective ~~July 1, 20197~~; **one and one half (1.5%) percent** Cost of Living Wage Adjustment effective **January 1, 2020 and a one and two tenths (1.2%) percent** Cost of Living Wage Adjustment effective **July 1, 2020 with a wage opener if the CPI-W is greater than or equal to two and seven tenths (2.7%) percent using the City of Seattle Budget Office forecast in August of 2019, specifically the Seattle CPI-W 12 months ending in June Consumer Price Index forecast.** ~~In addition, regular employees will move to the next step on the wage scale commencing on the first day of the month following the employee's anniversary date. Those Regular employees hired before January 1, 2002 will receive their anniversary step on January 1, 2015, 2016, and 2017.~~

~~Those employees at the top step of their pay grade will receive a one-time bonus in January 2015, January 2016, and January 2017 equal to a one and one half percent (1.5%) step increase.~~

Only Solid Ground Transportation Operations Dispatchers who are regularly scheduled to work between the hours of 9:00 pm and 6:00 am will receive a fifty cents (\$.50) pay differential for hours worked from 9:00 pm to 6:00 am. In addition those Operations Dispatchers who work on Sundays between 9:00 pm and 6:00 am will receive an additional fifty cents (\$.50) per hour.

Section 14.1(d) JOB EVALUATION PROCESS FOR RECLASSIFICATION A Supervisor may initiate **the job evaluation process** on behalf of a Union employee or a Union employee who believes that their job duties and scope have changed **may initiate the process** after discussing with their supervisor. If the supervisor agrees with the changes, the Job Description shall be revised and **submitted to the Human Resources Office. Within thirty (30) calendar days after receipt of a re-evaluation request,** the Human Resources **Office,** a Union representative, the employee(s), **and/or the employee's supervisor** whose job is being evaluated shall meet to review the position. **Within thirty (30) calendar days from the meeting,** the Human Resources **Office** will **notify the affected employee(s) and the employee's supervisor of the grading decision/rationale. Timelines may be extended for job evaluations involving; multiple programs or departments, significant funding changes or functions, reorganization of departments or systems. If a timeline extension is necessary, notification will be provided to the Union by the Human Resources Office within ten (10) business days prior to the end of the second thirty (30) day reclassification process.** Such review meetings will not occur more frequently than quarterly. If the employee disagrees with the Human Resources determination, the matter can be appealed to the President and CEO. The President and CEO's decision is final.

Section 14.1(g) ~~Employees who voluntarily accept another position in the Agency that is in a lower salary range will have their wages based on the salary range for that position. This section will not apply to employees in positions being eliminated or reduced in hours.~~

Section 14.2(a) COMBINED CLASSIFICATIONS/WORKLOAD If an employee does any combination of the above described classifications, the salary shall be based upon the highest classification.

The Employer will strive to maintain workload levels to maintain quality services. Should circumstances require an increase in workload, ten (10) business days advance notice will be given and discussion with relevant staff will occur to explain the situation and explore alternative solutions. When workloads exceed routine levels, supervisors will work closely with staff to provide support by assisting in setting priorities and assuming extra duties.

New Section 14.2(b) WORK IN A HIGHER CLASSIFICATION Any employee who is **required to perform duties of a higher classification for more than four hours within a shift will be paid the higher classification pay rate for all time worked in that shift. The department Director and the Human Resources Director must approve the temporary pay increase in advance. Where advance approval did not take place, the Human Resources Director will review for retroactive pay.**

Section 14.5 AUTO INSURANCE Employees who travel for the Employer are required to have a Washington State Driver's License and personal auto insurance that meets the

minimums required by the State of Washington for automobile insurance. The Employer will maintain a policy of business auto insurance which provides for the payment of excess **secondary** liability amounts over and above the coverage provided by the employee's insurance policy. **The Employer will request an employee's motor vehicle record (MVR) if they are required to drive a vehicle per their job classification. The cost of the MVR will be paid by the Employer.**

Revise to read: **ARTICLE 22 LABOR MANAGEMENT COMMITTEE**

The purpose of the **C**ommittee is to foster communications between the Employer, the Employees to resolve issues and disputes, and to exchange ideas to promote improved communications **and working conditions** throughout Solid Ground. Meetings will be scheduled at least quarterly at a mutually agreed upon time and no later than 30 calendar days following receipt of a request for a Labor Management Committee meeting from either party. Appropriate **subject** resource persons may be in attendance at the meetings for a specific agenda item as required and/or requested. **Subject Matter** resource persons do not serve as committee members. Participation by committee members in the meetings will be considered time worked.

Revised to read: **ARTICLE 23 TERMINATION AND RENEWAL**

This Agreement shall be in full force and effect until **July 31, 2020** ~~June 30, 2017~~ and shall continue in effect from year to year thereafter unless either party gives notice, in writing, at least sixty (60) days prior to any expiration or modification date of its desire to terminate or modify such agreement; provided that, in the event the Union serves written notice in accordance with this Section, any strike or stoppage of work after any expiration or modification date shall not be deemed in violation of any provision of this Agreement, any other provision to the contrary notwithstanding.