



Office and Professional Employees International Union
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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SOLID GROUND

AND

**OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION
LOCAL NO. 8, AFL-CIO**

FOR THE PERIOD OF

JANUARY 1, 2024 THROUGH DECEMBER 31, 2026

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COLLECTIVE BARGAINING AGREEMENT

SOLID GROUND

THIS AGREEMENT is made and entered into at Seattle, Washington this 1st day of January 2024, 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.

PREAMBLE

WHEREAS, the parties hereto desire to cooperate in establishing conditions which will tend to secure to the employees concerned a living wage and fair and reasonable conditions of employment, and to provide methods for fair and peaceful adjustment of all disputes which may arise between them, so as to secure uninterrupted operation of the Employer.

NOW THEREFORE, be it mutually agreed to as follows:

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).

Section 1.2 VOLUNTARY RECOGNITION In the event programs are incorporated into Solid Ground, Solid Ground will provide the Union with a list of all employees of the new program upon request. If the Union cannot get a majority of Union cards in a three (3) month period from the start date of card collection, it will cease card gathering at that time, but will reserve the right to resume a new card gathering campaign after a 12-month wait from the start of the first campaign. The Union and the Employer will review and agree on the process the Union will utilize for having a majority of a program's employees sign a card that clearly indicates the employee wants to join the Union. The parties agree that the provisions of this section are subject to modification if required by the National Labor Relations Board.

ARTICLE 2

UNION SECURITY AND MEMBERSHIP

Section 2.1 UNION SECURITY AND MEMBERSHIP The Employer agrees that all employees covered under this Agreement shall, as a condition of employment, thirty-one (31) days from the effective date of this Agreement, become and remain members of the Union in good standing.

Section 2.2(a) UNION SECURITY AND MEMBERSHIP The Employer further agrees that all new employees hired subsequent to the effective date of this Agreement shall, as a condition of employment, thirty-one (31) days from the date of employment become and remain members of the Union in good standing.

Section 2.2(b) UNION SECURITY AND MEMBERSHIP The Union shall notify the Employer in writing that an employee has failed to acquire and maintain membership in the Union and shall provide the Employer with a copy of the final warning to the affected employee that they have not acquired and maintained membership in the Union. In the event the employee fails or refuses to tender the dues and fees on which they are delinquent within thirty (30) calendar days of receipt by the Employer of such notice, the Employer shall discharge said employee. The aforementioned time periods may be extended by mutual agreement of the Employer and the Union.

Section 2.3 PRESENT CONDITIONS No present employee, who, prior to the date of this Agreement, was receiving more than the rate of wages or vacations designated in this Agreement, for the class of work in which the employee was engaged, shall suffer a reduction in the rate of wages or vacations from the application of this Agreement.

Section 2.4(a) UNION ACCESS The Union Representative shall be allowed admission to the Employer's premises covered by this Agreement at any reasonable time, for the purpose of investigating conditions relating to this Agreement, and the Union Representative will first make their presence and purpose known to the Employer.

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.

Section 2.5(a) SHOP STEWARDS The Employer shall recognize the Shop Steward who shows authority from the Union as a duly accredited Union representative who may investigate all complaints, represent their co-workers in investigatory and grievance meetings, attend Union contract votes, participate in the Job Analysis process and attend co-worker coaching sessions on work time during work hours. Prior to engaging in any of the above activities, Stewards are expected to work with their designated supervisor to ensure that the flow of work is not unduly interrupted. Stewards are expected to follow Solid Ground policy on confidentiality except as necessary for legitimate purposes of investigating and processing possible grievances when the grievant involved agrees to the disclosure. Stewards will utilize discretion, sensitivity and reasonable judgment in dealing with confidential information.

Section 2.5(b) SHOP STEWARD LEAVE 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.

Section 2.5(c) 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 2.5(d) NEGOTIATIONS RELEASE TIME The Employer will pay for seven (7) Union bargaining team members for a total of twelve (12) bargaining sessions for up to eight (8) hours each. In addition, the Employer will pay for bargaining team members to attend

during work time hours contract pre-vote meetings with the bargaining unit. The Union may request, and the Employer may agree to pay the bargaining team for more bargaining sessions if needed.

Section 2.6 UNION COMMUNICATION The Union shall be allowed the use of one (1) bulletin board space at each site for the purpose of posting Union notices relating to general Union activity. The Union agrees not to post partisan political information.

Section 2.7(a) EMPLOYEE ASSISTANCE FUND The Employee Assistance Fund is established to provide emergency financial assistance to employees and is funded with the combination of private donations and agency contributions. Employees must complete three (3) months of employment; must have requested a payroll advance; and must complete all required documentation. Employees may apply once in a twelve (12) month period with a maximum allowable request of \$500. Requests are made to the Human Resources Director who will issue a decision within five (5) business days. Employee Assistance Fund will not be committed for more than is actually in the fund at any one time.

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.

Section 2.8 The Union may choose to have a representative report to the Solid Ground Board of Directors at the regular Board meeting.

ARTICLE 3

MANAGEMENT RIGHTS

Section 3.1 The Employer retains all rights to manage, direct and control its business in all particulars, except as such rights are expressly and specifically modified by this Agreement. The Employer agrees that nothing in this Article shall be construed to mean that any Union or employee rights under the law are waived.

Except to the extent expressly limited by a specific provision of this Agreement or by operation of law, the Union agrees that the management of the business and the direction of the work force is in the sole discretion, and is the sole responsibility of the Employer, except this does not limit the Union's rights under the National Labor Relations Act (NLRA).

The Employer reserves and retains solely and exclusively, all of its rights, functions and prerogatives of management including, but not limited to, the right to hire new employees; to discipline; to plan, direct and control the entire operation of the Employer; to determine the qualifications, size and composition of the work force; to carry out the ordinary and customary

functions of management whether or not possessed or exercised by the Employer prior to the execution of the Agreement.

Section 3.2 The Union agrees to indemnify and hold the Employer harmless from any claims that may arise out of the enforcement of Articles 1 and 2 of this contract.

ARTICLE 4

HIRING AND TERMINATION

Section 4.1(a) 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 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 the overriding goal of hiring employees with the highest level of lived experience, work experience and relevant education and/or training from the most diverse group of candidates possible. The Employer will work to ensure diversity on its interview panels.

Section 4.1(b) 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 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, and interview performance, 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 considered.

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 accept 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 position exceeds the wage that has been frozen.

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 at least two (2) weeks' 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 4.2(a) RETURN OF SOLID GROUND PROPERTY Employees agree that all Solid Ground property (e.g., office keys, Agency equipment, etc.) shall be returned upon termination. If any employee fails to return all Solid Ground property in good condition, the employee will be required to pay for all cash shortage, breakage or loss of equipment; provided that, the cash shortage, breakage or loss of equipment was dishonest, willful, or a result of negligence. Refusal to turn items in when you terminate is considered a willful act.

Section 4.2(b) REPAYMENT OF OVERPAYMENTS If an employee is paid incorrectly, the Employer may deduct the overage from later paychecks if the overpayment is detected within ninety (90) days of when the overage occurred. Recouping of overpayment is limited to the ninety (90) day detection period. Employees will have a reasonable period of time to repay any overages.

At the time employment ends, the Employer may deduct any amounts owed to the Employer which the employee has authorized or which represents a standard deduction which would have been made on the current and/or subsequent paycheck. This also includes personal leave that has been overdrawn or the cost to replace items such as cell phones, uniforms, laptops, etc. that have been issued to the employee and are expected to be returned to the Employer, and have not been returned by the time the last check is issued. The Employer will not deduct any amounts owed without first notifying the Employee.

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 4.4 PROBATION Regular full-time and regular part-time employees shall be hired on a probationary period for the first one hundred eighty (180) calendar days. Termination or discipline during this period will not be subject to review by the Union.

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 4.5(b) WARNING NOTICES An employee shall be given the opportunity to read, sign and attach a written response to any written warning or disciplinary notice placed in their personnel file. If an employee is not afforded the rights provided in this Section, such written disciplinary notice shall not be used against the employee in any future disciplinary action. The level of severity of an incident will determine whether or not previous counseling statements will be used in later disciplinary actions.

Section 4.5(c) PERSONNEL FILES Employees may examine their personnel files during working hours, with twenty-four (24) hours' advance notice.

Section 4.5(d) PERFORMANCE REVIEWS Each Employee shall meet with the employee's supervisor and receive a performance review by the end of the probationary period, by the end of the employee's first year anniversary date of hire, and in each subsequent anniversary of employment. The performance review will include feedback on job performance, discuss expectations and accomplishments, and set goals for career development. If an employee does not receive a performance review in the aforementioned timeframe, they may request to have performance review completed. This request must be in writing to the supervisor with one copy of the request sent to the Human Resources Department. The supervisor shall complete the performance review process within the next sixty (60) days provided the supervisor is on active status.

Section 4.6 EMPLOYEE RIGHTS An employee may have a Union Representative or Shop Steward present at any meeting with management representatives which involves discipline or where an employee reasonably believes an investigation will result in disciplinary action. The Employer will inform an employee prior to such a meeting that it is an investigatory meeting which may lead to disciplinary action. The Employer shall encourage managers that an employee be informed of this right prior to holding any such meeting and commits to providing Directors, Managers and Supervisors with training on Union rights. If the employee desires Union representation at such a meeting, the employee shall notify the Employer at that time and shall be provided reasonable time to arrange for Union representation at the meeting. In no event shall the meeting be called on the employees scheduled day off or postponed longer than two (2) days excluding weekends and holidays except by mutual agreement. The exercise of this right may not prevent the Employer from carrying out actions which need to be taken immediately due to legal or contractual requirements.

Section 4.7(a) TERMINATION NOTICE Termination notice or pay in lieu thereof shall be as follows, except in cases of termination for just cause, illegal activity which disqualifies an employee from performing certain types of work as defined by state or federal laws, or gross misconduct:

Employed less than 180 calendar daysno advance notice required

One hundred eighty calendar days or moretwo weeks' notice or two weeks' pay

Section 4.7(b) Gross misconduct shall be defined as: Proven intentional misconduct such as theft, fraud, physical violence, destruction of Employer's property, use of drugs or alcohol on the job.

Section 4.8 EMPLOYER POLICIES To the extent that Solid Ground employment policies are not in conflict with this Agreement, they will be accepted as working policy. Where a conflict exists, the Agreement shall prevail. If a policy that relates to wages, benefits or working conditions is not covered in this contract, the Employer shall notify the Union in writing of the new policy or policy change. The Union will have two (2) weeks to respond. If the Union does not respond, the policy is implemented. If the Union wants to bargain over the policy, negotiations must be completed within four (4) weeks of the date the Union was notified, unless this period is extended by mutual agreement of the parties.

Section 4.9 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.

ARTICLE 5

SENIORITY

Section 5.1 APPLICATION 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 layoffs, vacation preference, shift changes and training opportunities.

Section 5.1(a) EXCEPTION FOR BROADVIEW SHELTER SUBSTITUTES Shift selection by substitute employees shall be through a staggered selection process as follows: by the first date to call-in for work shifts, a substitute employee may select up to two (2) available shifts; by the second date to call-in for work shifts if necessary, a substitute employee may select up to an additional one (1) available shifts; by the third and final date to call-in for work shifts if necessary, a substitute employee may sign-up for as many shifts that remain. For unscheduled shifts, substitute employees are contacted in order of seniority and availability. Substitutes are responsible for notifying supervisors of changes in their availability.

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 5.3 LAYOFF AND RECALL If the Employer determines that there is a need for a layoff in a particular program, it will 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 do so in order of seniority unless the employees

recalled would not have the requisite skills and ability to perform the work. Any situation calling for out of seniority recall requires agreement with the Union. 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.

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.

Section 5.3(b) The Employer shall give at least thirty (30) day advance notice of layoff to affected employees provided that the layoff is the result of a loss of funds for which the Employer has received at least thirty (30) days notice. The Employer shall notify the Union in writing within five (5) working days of notifying the employee. The Employer shall work collaboratively with the Union to explore alternatives to the elimination of hours and/or positions.

Section 5.3(c) If there is no opening in a job from which the employee was laid off, in the event the employee on layoff applies for another position, the employee shall have preference over all other applicants; provided the laid off employee has the qualifications to perform the job with orientation. Qualifications will be determined through the application, interview and reference checking process. Laid off employees will be hired for open positions they are qualified for unless an issue is identified through the hiring process that would affect their ability to successfully perform the responsibilities of the position.

Section 5.3(d) Under no circumstances shall the Employer hire from the open market while employees on layoff with qualifications to perform the duties of the position, are ready, willing and able to be re-employed.

Section 5.4 TEMPORARY HOURS REDUCTION/FURLOUGHS As an alternative to layoffs, the Employer may temporarily reduce the hours of all employees in the program for up to a total of eight (8) hours during a period not to exceed one (1) month for a 1.0 FTE and prorated for part-time employees. Any reduction of hours lasting longer than one (1) month requires agreement with the Union.

Section 5.5 SEVERANCE In addition to any benefits required by the WARN Act or other applicable federal or State law, employees laid off due to lack of work shall be entitled to the following:

- a) **Letter of Reference:** The Employer will provide a letter of reference for each employee who has been laid off within seven (7) calendar days from the date in which the employee was first notified. The letter shall include dates of employment with Solid Ground, employee's job title, and the reason the employee was laid off.
- b) **Job Preference:** In accordance with Sections 5.3(c) and 5.3(d) all laid off employees will be given first preference over outside applicants for open positions within Solid Ground provided the employee has the qualifications to perform the job with orientation. Qualifications will be determined through the application, interview and reference checking process. Under no circumstances

shall the Employer hire from the open market while employees on layoff with qualifications to perform the duties of the position are able to be re-employed.

- c) **Health Benefits:** Medical and dental benefits shall continue to be paid by the Employer for employee coverage for those employees currently receiving benefits including the employee’s monthly cost share and buy-up per Section 12.1(a) if applicable. This commitment of coverage will continue for three (3) months following layoff. The Employer shall not be obligated to pay for medical/dental benefits if and when the employee receives employer paid medical/dental benefits with another employer; an employee is offered a job with another employer, or is offered a position with benefits but doesn’t take the job. If an employee obtains benefits from a source other than another employer (for example, by a spouse adding family coverage to an existing policy), the Employer will reimburse the employee for documented expenses up to the cost of Solid Ground benefits for up to two (2) months following layoff.
- d) **Personal Leave:** Any accrued unused vacation will be cashed out on the last paycheck.
- e) **Severance:** A Transition Assistance Bonus will be paid on the last paycheck to all regular employees who are laid off and all time limited employees who are laid off prior to the end of their expected service but not including temporary 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:

0 – 1 year (0 – 12 months)	\$875.00
2 – 5 years (13 months – 60 months)	\$1,675.00
6 – 10 years (61 months – 120 months)	\$2,475.00
More than 10 years (121 months or more)	\$3,275.00

ARTICLE 6

HOLIDAYS

Section 6.1 PAID HOLIDAYS The following days shall be designated as holidays and shall be granted with no deduction in salary. Employees whose traditions and culture celebrate holidays other than those noted below may trade days with a minimum of two (2) weeks’ prior notice to their supervisor. Employees who trade a holiday listed below may either work on the holiday listed below at their straight time rate of pay or they may take the holiday listed below off using personal leave or without pay. Employees will receive holiday pay based on their FTE for the holiday they have designated as their traded holiday and taken off as their traded holiday.

New Year’s Day
 Martin Luther King Day
 Presidents’ Day

Veteran’s Day
 Thanksgiving Day
 Day after Thanksgiving

Memorial Day
Independence Day
Labor Day

Christmas Day
The day before or after Christmas or a
floating holiday of your choice

Section 6.2 HOLIDAY PAY Employees shall not generally be required to report for work on a holiday. However, the Director of the Department, or designee, has the authority to determine if an employee must work a holiday. This decision will be based on client and/or program need. Employees can only work a holiday when requested to do so by their supervisor or the designee. Employees who are required to work on a holiday shall receive one and one-half (1½) times their regular rate of pay for all hours worked on the holiday plus holiday pay based on their FTE; including employees at Solid Ground Transportation (SGT). Seniority shall be the determining factor if more than one employee is qualified to perform the work. The senior employee shall have the first preference to accept or deny overtime.

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), Sand Point 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.

Section 6.4 HOLIDAY DURING VACATION In the event a holiday honored under this Agreement falls during an employee's vacation, such employee shall receive holiday pay instead of vacation pay.

Section 6.5 HOLIDAY PAY FOR PART-TIME EMPLOYEES Holiday pay shall be prorated for part-time employees based upon their FTE number of regular hours which they are scheduled to work on a weekly basis. Part-time employees shall be paid for such holidays regardless of whether or not they are scheduled to work on a holiday; provided that, the combination of actual work hours and holiday hours do not exceed the number of hours which an employee is normally scheduled to work.

ARTICLE 7

LEAVE

Section 7.1 USE OF LEAVE Personal leave is that time used for the employee's own purposes including, but not limited to, vacation, education, medical and dental appointments, personal illness or injury, care of children, spouse/partner or parents, etc.

Section 7.2(a) ACCRUAL RATES On an annual basis employees 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

Section 7.2(b) From January 1, 2002, all newly hired employees will accrue leave at the rate listed in Section 7.2(a). This leave will be available after completing ninety (90) days of employment. Employees accrue but cannot use personal leave for absences other than sick and safe leave in the first ninety (90) days of employment.

Section 7.3 The entire annual allocation of personal leave is available for use on the first day of the calendar year subject to an annual allocation from personal leave to sick leave in accordance with Section 7.2 and prior approval of a schedule by the supervisor. A table containing space for leave accruals and balances shall be noted on time sheets. Employees shall not be required to pay back leave taken over accrual due to Employer error beyond four (4) months from the time the error occurred. Employees are responsible for monitoring their leave balances to ensure they do not use more leave than they have accrued.

Section 7.4 PRORATED LEAVE For purposes of anniversary date increases in leave accrual, decreases in accruals for reduced work, calculations of leave balances on termination and any other purposes relating to recalculation of leave balances, personal leave shall be prorated on a monthly basis. Employees do not accrue personal leave time while on any type of unpaid leave of absence.

Section 7.5 APPROVAL OF LEAVE The Employer has the authority to require pre-approval of personal leave use. Leave used and/or claimed in violation of this Section will not be paid. If used for purposes of safe/sick, pre-approval is not required and after three (3) consecutive days off, may be supported by verifiable documentation at the Employer's request.

Section 7.6 CASH OUT OF UNUSED LEAVE Upon termination, any personal leave accrued will be cashed out on the employee's last paycheck. If an employee is terminated during the probationary period, the accrued leave will not be cashed out.

Section 7.7 NO LEAVE CARRY OVER All personal leave must be used by the close of business on the last working day of the calendar year. Any personal leave that has not been used by December 31st will be rolled over into sick leave. If an employee is unable to use all of their personal leave due to a specific request from the Employer to cancel leave which was approved prior to October 31, the employee may carry over to the next year that portion of the planned leave time which was canceled up to forty (40) hours. If an employee is eligible for leave in the last quarter of a year, the leave accrued during the first three (3) months of employment must be used by the end of the first full calendar year of employment.

Section 7.7(a) TEMPORARY LEAVE CARRY OVER Due to difficulties with scheduling and taking time off during the 2020 pandemic, employees may roll over up to eighty (80) hours of personal leave into 2021.

Section 7.8 LEAVE Leave shall be taken at a time mutually agreeable to the Employer and employee. Leave time earned shall not be cumulative from year to year. In no event shall cash be paid in lieu of time off, except in unusual circumstances when the employee has been unable to schedule leave per Section 7.5, with consent of the Employer and the employee up to forty (40) hours of leave may be cashed out.

Section 7.9 LEAVE SCHEDULING Based on seniority, employees shall be given preference in the selection of leave periods. An employee who splits 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 7.10 ADVANCE LEAVE PAY Leave pay shall be paid in advance of the employee's leave as long as the request is made three (3) working days prior to the last payday before the leave.

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 TYPES OF LEAVE Employees are eligible for three (3) types of leaves: medical, personal and family. Such leaves of absence may be extended by the Employer on a monthly basis. The continuous service and seniority status of an employee shall not be affected or interrupted as a result of leaves of absence described in this Article; provided that, seniority shall not accrue during unpaid leaves of absence. Employees do not accrue personal leave time while on any type of unpaid leave of absence. Employees may seek representation and advice from their Union steward or representative when securing leave under this Section.

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. 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 (3) 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 or Paid Family and Medical Leave.

Section 7.12(b) PERSONAL LEAVE OF ABSENCE Employees may be authorized to take an unpaid leave of absence for personal reasons; provided that, this leave is requested in advance and approved by the Department Director. Personal leaves will be authorized once within a two (2) year period.

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 three (3) months within a two (2) year period.

Employees must maintain their medical and dental coverage at their own expense during the unpaid portion of the leave.

Employees must use a minimum of eighty percent (80%) of their personal leave time before choosing to use unpaid leave.

Section 7.12(c) FEDERAL FAMILY MEDICAL LEAVE ACT Employees who have worked more than 1250 hours in the previous twelve (12) months may request a twelve (12) week unpaid leave for:

- (1) The birth of a child or placement of a child with the employee for adoption or foster care.
- (2) Employee's own serious health condition.
- (3) To care for a spouse, domestic partner, children (biological, adopted, foster or stepchild), parents and legal guardians, parent-in law, siblings, grandparents, spouse's grandparents or grandchildren due to a serious health condition.

This leave is available intermittently or consecutively for a period of up to twelve weeks once in a twelve (12) month period. Employees who have met all the conditions for the leave are guaranteed reinstatement to the same or similar job at the same rate of pay including contractual and step increases. The Employer shall maintain the current level of medical benefits up to twelve (12) weeks during such leave. The Employer will follow all mandated leave laws.

Section 7.12(d) SEATTLE AND WASHINGTON STATE LEAVES Solid Ground supports healthy families. The Employer will comply with all state mandated leave provisions including:

- Washington State Paid Sick Leave
- Family Care Act
- Paid Family and Medical Leave
- Domestic Violence Leave
- Military Spousal Leave
- Washington State Law Against Discrimination
- Seattle Paid Sick and Safe Leave

and any regulations regarding pregnancy and childbirth related conditions for eligible employees.

Section 7.12(e) MILITARY LEAVE Leave requests for military duty shall be granted as required by federal and state law.

Section 7.12(f) CONTINUANCE OF HEALTHCARE DURING PAID FAMILY AND MEDICAL LEAVE During the period of Paid Family and Medical Leave, the Employer will continue to provide the employee with the same healthcare benefit for the duration of the employee's Paid Family and Medical Leave period to the extent required by law.

Section 7.12(g) PAID FAMILY AND MEDICAL LEAVE PREMIUM The Employer will pay the Employer and the Employee portion of the Washington State Paid Family and Medical Leave premiums in the amounts currently covered as of January 1, 2020. If the premium is increased by the State Legislature, the parties will reopen this section, and Section 12.1(b) (Short Term Disability).

Section 7.12(h) PAID FAMILY AND MEDICAL LEAVE SUPPLEMENT The employee may choose to elect to supplement their Paid Family and Medical Leave with their accrued sick/personal leave not to exceed the amount they earned per pay period before taking Paid Family and Medical Leave.

Section 7.13 JURY DUTY PAY After completion of employee's probationary period, employees who are called for service on a jury shall be excused from work for the days on which they serve, and shall be paid their regular straight time earnings, minus any fee received for jury service, up to a limit of eight (8) hours per day and forty (40) hours per week; provided, however, any employee called for jury duty who is temporarily excused from attendance at court must report to the workplace and work at least one-half (1/2) of the employee's normal workday. In order to be eligible for such payments, the employee must provide a copy of the check to payroll from the appropriate Court that indicates the amount of jury duty pay received.

Section 7.14 UNION LEAVE A leave of absence without pay shall be granted upon request of an employee on the active payroll, in case they are appointed or selected to a full-time or temporary Union position for up to six (6) months. If the leave was granted to accept a full-time position with the Union, reinstatement will be made to a job in their former pay grade which they are competent to perform, providing an appropriate job opening exists. The employee shall accumulate and increase their seniority. The employee must give two (2) weeks' notice.

ARTICLE 8

SICK LEAVE/INSURANCE

Section 8.1 SICK LEAVE USAGE Sick leave may be used for the following:

- (1) An employee's own mental or physical illness, injury, or health condition or if you need a medical diagnosis or preventative medical care.

- (2) An employee's family member needs care for a mental or physical illness, injury, or health condition, or needs a medical diagnosis or preventative medical care.
- (3) The employer closes the workplace or the employee's child's school or place of care has been closed for any health-related reason by order of a public official.
- (4) An employee is absent from work for reasons that qualify for leave under the state's Domestic Violence Leave Act (DVLA).

Family members includes:

- Child – This may include a biological, adopted, or foster child, stepchild, or child you are legally responsible for.
- Parent – This may include your biological, adoptive, or foster parent, your stepparent, or someone who was your legal guardian or their spouse or registered domestic partner - or a person who was legally responsible for you when you were a minor.
- Spouse.
- Registered domestic partner.
- Grandparent.
- Grandchild.
- Sibling.

Section 8.2 YEARLY LEAVE ELECTION Each employee may elect to bank a portion of their personal leave allocation for use in case of illness or injury to themselves, their partner or spouse, their children, parents or spouse/partner's children or parents.

Such election shall be made only once during the year in the month of January. The Employer agrees to notify employees of their leave balances in January. No change in this election, once made, shall be permitted. No more than 360 hours may be banked for sick leave. Hours banked for sick leave purposes may be carried over from one year to the next.

Section 8.3 LEAVE AVAILABILITY The entire allocation of sick leave is available on the first day of the calendar year.

Section 8.4 DOCUMENTATION Sick leave may be used for verifiable illness or injury or for verifiable scheduled health care. Sick leave use of more than three (3) consecutive days must be supported by written documentation stating specific reasons for leave use from a health care practitioner at the Employer's request if abuse of sick leave is suspected. This Section is subject to federal, state, or local laws affecting earning or use of disability or sick leave.

Section 8.5 DISABILITY INSURANCE Disability insurance is available to employees as a supplement to disability leave commencing the fifteenth 15th day after an accident or onset of

illness, as provided in Section 12.1(c).

ARTICLE 9

DEFINITIONS

Section 9.1 REGULAR EMPLOYEES A regular employee is one whose employment is considered to be ongoing and who was hired with that understanding. A regular employee who has been in the employ of the Employer full-time for a period of over thirty (30) calendar days shall be entitled to full benefits under the terms of the Agreement accrued from the date of employment. Leave cannot be used during the first ninety (90) days of employment except for absences for sick and safe leave.

Section 9.2 FULL-TIME EMPLOYEES A full-time employee is one who works a regularly scheduled forty (40) hour week. This is considered FTE.

Section 9.3(a) PART TIME EMPLOYEES Employees hired to work under forty (40) hours per week on a regular basis. Employees working twenty (20) hours or more per week but less than forty (40) hours per week shall be eligible for pension, short-term disability, medical/dental benefits and prorated personal leave. Staff working fifteen (15) to twenty (20) hours per week shall receive prorated personal leave and holiday pay. Employees hired to work less than fifteen (15) hours a week or who request to work less than fifteen (15) hours a week shall receive prorated sick/safe leave per the Seattle City Paid Sick Safe Time (PSST) ordinance. Employees whose hours have been reduced involuntarily to less than fifteen (15) hours per week by the Employer shall receive prorated personal leave and holiday pay.

Section 9.3(b) BENEFITS FOR REGULAR EMPLOYEES IN TEMPORARY ASSIGNMENTS Solid Ground employees not normally covered by this Agreement who fill in temporarily in a position covered by this Agreement shall accrue holidays and other time off and be paid at least the base rate for the specific position covered. If the employee received medical and other insurance coverage in their regular position, such coverage shall be continued during the temporary placement.

Section 9.4(a) TIME LIMITED EMPLOYEES A time limited employee is one who is hired for a specific length of time not less than six (6) months and not to exceed two (2) years. These employees are fully benefited if full-time and pro rated benefited as part time as follows: Employees working twenty (20) hours or more per week but less than forty (40) hours per week shall be eligible for pension, short-term disability, medical/dental benefits and prorated personal leave. Staff working fifteen (15) to twenty (20) hours per week shall receive prorated personal leave and holiday pay. If the classification /position is a union position, the Time Limited position will be a union position. The Employer shall notify the Union in writing when a Time Limited position is created in its regular monthly new hire report. All provisions of the Collective Bargaining Agreement will apply to Time Limited Employees.

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 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. 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(c) SUBSTITUTE EMPLOYEES Substitute employees are defined as employees who work occasionally for regular employees in the event of vacation, unexpected illness/injury, or to cover short-term fluctuations in workload. Substitute employees are 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.

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.

Section 9.5 NON-EXEMPT EMPLOYEE A non-exempt employee is one who is required to be paid on an hourly basis for all hours worked. Non-exempt employees will be paid overtime at the rate of one and one-half (1 ½) of the employee's regular rate of pay for all hours worked beyond forty (40) in a workweek, in accordance with federal/state wage and hour laws.

Section 9.6 EXEMPT AND NON-EXEMPT STATUS Determination of an employee's status will be based on the Federal Labor Standards Act.

ARTICLE 10

SYSTEM OR REGULATIONS CHANGES AND TRAINING

Section 10.1 LOSS OF POSITIONS In cases where positions are abolished because of automation or system changes, all possible consideration will be given to transferring employees to comparable jobs. Also every consideration will be given to training present employees to operate any new equipment installed as a result of these changes.

Section 10.2 NEW POSITIONS In the event of proposed technological changes such as the introduction of data processing equipment or computers, any new jobs created in the bargaining unit by the virtue of the installation of such equipment will be offered to employees within the collective bargaining unit on the basis of seniority and qualifications prior to hiring from outside sources.

Section 10.3 TRAINING In the event training programs are necessary for employees to qualify for jobs which are created as a result of automation, the Employer agrees to provide

initial vendor-supplied training for the purpose of operating the new equipment, if such training is provided in the Seattle area and/or area of employment, at the Employer's expense for those employees who wish to accept employment in the resultant automated positions. Employees to be displaced will be given first opportunity to qualify for the new positions before any persons outside the bargaining unit are hired to fill the resultant jobs.

Section 10.4 TRAINING FOR JOB UPGRADES The Employer agrees to pay for all staff training as needed to adequately perform job duties. If a job duty alters significantly because of changes imposed by regulation or licenser, the Employer is obligated to ensure that employees in such jobs receive ongoing training and upgrading in their field which will enable them to meet the qualifications of the job

Section 10.5 REPETITIOUS WORK REGULATIONS The Employer agrees to comply with state and federal laws which regulate working conditions for employees performing repetitious work.

Section 10.6 STAFF TRAINING Solid Ground is committed to staff training, and where and when possible, shall make opportunities available to staff as budget allows.

For the calendar year 2015 and each year thereafter, the Employer shall budget funding to augment program training budgets to be used towards education for staff. Any workshop, seminar, class or other training directly augmenting the employee's job skills and knowledge must be pre-approved by the supervisor and Department Director. The employee shall be compensated at the usual rate of pay while attending any such educational opportunities.

Section 10.7 JOB SHADOWING Job shadowing is an opportunity for employees to explore other roles within the organization as well as strengthening internal partnerships. The Employee can shadow up to two (2) four (4) hour sessions in a twelve (12) month period. The employee must receive supervisor approval as part of the application process. The Labor Management Committee will work together to create a mentorship program to promote career advancement, particularly for Black, Indigenous and People of Color.

ARTICLE 11

HOURS OF WORK

Section 11.1 FAIR LABOR STANDARDS ACT STATUS The Employer and the Union agree that exempt and non-exempt employees covered under this Agreement will be determined in compliance with the Fair Labor Standards Act and Washington Minimum Wage Act.

Section 11.2 NON-EXEMPT EMPLOYEES (HOURLY)

Section 11.2(a) Hours of work of non-exempt employees are determined by the Employer based on the department and/or client need. The employee's hours are determined by the requirements of the position as stated in the job description. Employees wishing to work flexible hours may do so with their supervisor's approval.

Section 11.2(b) Non-exempt employees shall earn overtime pay at a rate of one and one-half (1 ½) times hours worked in excess of forty (40) hours a week or if requested by the supervisor to work on the sixth consecutive day.

Section 11.2(c) All overtime shall be approved for non-exempt employees in advance, in writing whenever possible, by the supervisor or designee. Pay requests which include overtime shall have attached the original written approval if available or a note from the supervisor explaining the reason(s) for overtime. All overtime will be paid even if approval was not obtained and discipline may result.

Section 11.3 REPORT PAY An employee ordered to report to work shall receive a minimum of four (4) hours' pay at the regular rate. Employees called back to work shall receive a minimum of four (4) hours' pay at one and one-half (1 ½) times the regular rate for non-exempt employees.

Section 11.4 DINNER PAY An employee who is required by the Employer to work two (2) hours or more beyond the close of their regular workday or an employee who is released at the close of their regular workday and is instructed to report back to work shall be entitled to \$34.00 dinner money or in lieu thereof shall be furnished with dinner by the Employer.

Section 11.5 LUNCH Employees must take their lunch periods no less than two (2) nor more than five (5) hours after the start of their shift. Lunch periods cannot be less than one-half hour or more than one hour in duration. Lunch periods are not compensable.

Section 11.6 BREAKS Daily relief periods of fifteen minutes each shall be allowed for each four (4) consecutive hours of working time. Employees must take a break if they work three (3) consecutive hours or more. Relief periods are compensable.

Section 11.7 OVERTIME ROTATION In offices employing more than one employee, overtime shall be distributed as equally as practicable among employees qualified to perform the work.

Section 11.8 For any employees whose work schedule may change from one month to the next, a monthly work schedule shall be posted at least seven (7) days in advance of the effective date of the schedule. Employees will be notified directly of any change in schedule. Except for compelling business needs beyond the Employer's control, after the schedule is posted, individual assignment of hour of work during the period of the posting may only be changed by mutual agreement between the employee and the Employer.

ARTICLE 12

HEALTH AND WELFARE

Section 12.1(a) COVERAGE/PREMIUM SHARE Employees will be covered under the base plan. Employees will have the option of buying up to receive a plan 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 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 salary grades and the following monthly rate schedule: Grades 200-204 will pay 1% of the total cost of medical/dental total premium share per month; Grades 205-206 will pay 3.5% of the total cost of medical/dental total premium share; Grades 207-210 will pay 5% of the total cost of medical/dental total premium share per month; and Grades 211-218 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.

Section 12.1(b) SHORT-TERM DISABILITY The Employer shall pay Short-term Disability premiums for each employee.

Section 12.1(c) LONG-TERM DISABILITY The Employer shall pay Long-term Disability premiums for each employee who works twenty (20) or more hours per week.

Section 12.2 MAINTENANCE OF BENEFITS In the event an increased contribution rate is necessary to maintain the present benefit schedule, or different providers are selected to provide benefits, the Union and the Employer agree to meet and resolve the issue within thirty (30) days of the notification of an increase or information on changing providers, or sooner if the Employer has any relevant information. Extensions may be made by mutual agreement of the parties.

Section 12.3 WORKERS' COMPENSATION All employees shall be covered under the Washington State Industrial Insurance Act.

ARTICLE 13

PAYROLL DEDUCTIONS

Section 13.1 DUES The Employer shall deduct monthly union dues from the pay of each member covered by the Agreement who voluntarily submits a dues check-off authorization form. The Employer shall submit dues money to the Union by the 10th of each month.

Section 13.2 POLITICAL CONTRIBUTIONS The Employer agrees to make authorized payroll deductions for employees who voluntarily sign up for the Union Political Action Fund.

Section 13.3 OTHER DEDUCTIONS Other payroll deductions shall be allowed if mutually agreed to by the employee and the Employer. Any change in payroll deductions, once started, shall be mutually agreed to by both parties.

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.”

Section 14.1(b) WAGES

For 2024:

- New OPEIU Wage scale with new grading system. Increased range spread between min to max, 32%. Increased grade difference 7%.
- Members under the minimum of new assigned grade & range, are brought up to the minimum, step 1 by July 1, 2024. They will receive 50% January 1, 2024, and 50% July 1, 2024.
- Members who do not receive at least 3.0% in January 2024 will receive one additional step (2%) July 1, 2024.
- Members already in range will be assigned the step closest to current wage that is higher.

For 2025:

- Activate step progression first pay period in January, members move up one step in their assigned grade. This is a 2% increase. Requirement employee must be meeting expectations and not on a PIP. Employees must be hired before September 1, of any given year to qualify for step progression the following January.
- 1.5% COLA applied to wage scale.

For 2026:

- Maintain step progression.
- 1.5% COLA applied to wage scale.

Section 14.1(c) WAGE DIFFERENTIAL Solid Ground Transportation Operations Dispatchers, Residential, and Shelter program employees who are required by the Employer 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.

Section 14.1(d) LANGUAGE ACCESS PAY

	Reclassified System	Voluntary System
Classification	Bilingual job title; identified by managers	Non-Exempt Volunteer list; approved by supervisor

COLLECTIVE BARGAINING AGREEMENT
 OPEIU LOCAL 8 – SOLID GROUND

Level 1 Non-certified Employee	Paid + .50 per hour on all hours	Paid .50 per minute only time worked on interpretation
Level 2 Certified Employee	Paid + \$1.00 per hour on all hours	Paid \$1.00 per minute only time worked on translation Paid .50 per minute only time worked on interpretation
		Exempt Volunteer List approved by supervisor
Level 1 Non-Certified Employee		Paid \$15 per time called to interpret for a minimum of 10 minutes
Level 2 Certified Employee		Paid \$25 per document translated for a minimum of 10 minutes and \$15 per time called to interpret for a minimum of 10 minutes.

Section 14.1(e) 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(f) The salary range starting wage is determined by mutual agreement between the Union and Solid Ground.

Section 14.1(g) New employees will receive information on the compensation plan at the benefits orientation.

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.

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 (4) 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 14.3 TRAVEL REIMBURSEMENT Employees who travel for the Employer's business shall receive compensation equal to amounts stated in the Federal reimbursement rate.

Section 14.4 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.

Section 14.5 PARKING/TRANSPORTATION

Section 14.5(a) The Employer will subsidize the monthly cost of an Orca pass for any employee who takes public transportation covered under the Orca card to or from work ninety percent (90%) of the days they are scheduled to work. The employee will pay a percentage of the cost of a monthly Orca Pass based on their salary pay range, as listed below. 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.

Ranges 200-205 = 10% paid by employee
Ranges 206-210 = 20% paid by employee
Ranges 211-218 = 30% paid by employee

Section 14.5(b) PARKING All parking charges relate to the building at 1501 N. 45th Street. Employees who want to guarantee they have a parking space every day can purchase a space in the underground garage at twenty dollars (\$20.00) per month when space is available. If more than one person is interested in a space, we will draw the name out of a hat.

Section 14.6 JOB DESCRIPTIONS The Employer agrees to provide, upon Union request, current job descriptions for all bargaining unit positions.

Section 14.7 Solid Ground agrees to share financial information regarding budget issues that affect bargaining unit employees.

ARTICLE 15

RETIREMENT PLANS

Section 15.1(a) RETIREMENT ENROLLMENT The OPEIU Retirement Plan will only be an option for employees hired before January 1, 2020 who selected it at time of hire. Employees hired on or after January 1, 2020 shall be eligible to only participate in the Solid Ground 401(k) plan.

Section 15.1(b) The Employer and the Union agree to be bound by the terms of the Trust Documents of each Plan and by the decisions of the Trustees of each Plan.

Section 15.2(a) OPEIU LOCAL 8 PLAN - ELECTION OF CONTRIBUTION RATE The Employer agrees to provide elective deferrals by employees covered by this Collective Bargaining Agreement. An amount may be elected by each employee as a reduction in the minimum salary schedule described in Article 14 for the purpose of contributing such amount to the Office and Professional Employees Retirement Trust, a 401(k) plan. Annually, an employee can elect any amount of salary reduction not to exceed any tax restrictions and, once made, the election shall not be subject to revocation. The forms for the election shall be provided by the administrative office of the aforesaid Trust Fund. Any election under this paragraph shall not be effective until the first of the month following the month in which a completed election form is provided to the Employer. Any amount so elected by an employee shall not be subject to income tax withholding or applicable payroll taxes. The resulting salary level shall be considered to be the negotiated salary level for that employee for the remainder of this Agreement following an election. However, for purposes of determining any other amounts under this Agreement based upon wage level, the employee's contractual rate as referenced in "Appendix A" shall apply.

The Employer agrees to recognize wage deferral elections made by employees covered under the terms of this collective bargaining agreement and to transmit the amounts withheld from such employees' wages as soon as the funds can be reasonably segregated from the Employer's general assets but in no event later than the 15th business day of the month. The Employer acknowledges that if its pre-tax wage deferrals are determined to be delinquent, it is responsible under Department of Labor guidance for interest on the amounts paid untimely.

The Employer agrees to provide such information with respect to employees covered by the collective bargaining agreement as may be needed by the administrator of the Office and Professional Employees Retirement Plan to complete any required IRS discrimination tests.

Section 15.2(b) EMPLOYER'S CONTRIBUTION TO LOCAL 8 PLAN The Employer will continue to pay contributions equal to three percent (3%) of the employee's wage into the Office and Professional Employees Retirement Plan. The Employer's contribution to the Office

and Professional Employees Retirement Plan will not require an employee match. Bargaining unit employees already participating in the Office and Professional Employees Retirement Plan can elect to discontinue their voluntary contribution effective upon ratification of this Agreement.

Section 15.3 EMPLOYERS CONTRIBUTION TO SOLID GROUND 401(K) PLAN The Employer shall pay contributions equal to three percent (3%) of each participant's gross income into the 401(k) account of each employee covered by the Solid Ground 401(k) Plan. The Employer agrees to provide elective deferrals by employees covered by the Collective Bargaining Agreement. An amount may be elected by each employee as a reduction in the minimum salary schedule described in Article 14 for the purpose of contributing to the Solid Ground 401(k) plan. Annually, an employee can elect any amount of salary reduction not to exceed any tax restrictions and once made the election shall not be subject to revocation.

The forms for the election shall be provided by the Human Resources Department. Any amount so elected by an employee shall not be subject to income tax withholding or applicable payroll taxes. Any election under this paragraph shall be processed as soon as administratively feasible unless an effective date is provided by the employee to the Human Resources department.

Section 15.4 EMPLOYER MATCH CONTRIBUTION TO OPEIU LOCAL 8 PLAN Effective January 1, 2015, in addition to the Employer's three percent (3%) contribution, the Employer will provide a match contribution on employee 401(k) deferrals. The Employer will contribute a 33% match on deferrals that do not exceed 3% of the employee's eligible compensation.

OR Contributions/Match for one Plan only:

EMPLOYER MATCH CONTRIBUTION TO SOLID GROUND PLAN Effective January 1, 2015, in addition to the Employer's three percent (3%) contribution, the Employer will provide a match contribution on employee 401(k) deferrals. The Employer will contribute a 33% match on deferrals that do not exceed 3% of the employee's eligible compensation.

ARTICLE 16

NON-DISCRIMINATION

Section 16.1 UNION ACTIVITY The Employer agrees not to discriminate against an employee because of activity as a member of the Office and Professional Employees International Union Local No. 8.

Section 16.2 DIVERSITY The Union and Employer agree not to illegally discriminate in matters of hiring, training, promotion, transfer, layoff or discharge because of race, color, creed, gender, gender identity, national origin, age, sexual orientation, genetic information, religion, ancestry, marital status, parental status, breastfeeding in a public place, political ideology, including affiliation or activity, active military service, veteran status, use of a service animal or the presence of a sensory, mental or physical disability subject to occupational requirements and the ability to perform the job, and as provided under Executive Order or by law.

Section 16.3 EQUAL PAY The Employer agrees to the principle of equal pay for equal work and agrees that there shall be no discrimination exercised in this respect. In all cases where women are performing work of a comparable quantity and quality as that performed by men, the same rate of pay shall prevail.

Section 16.4 RESPECT All parties agree that all employees shall be treated with respect and shall work in an environment free from harassment.

ARTICLE 17

SEPARABILITY

This Agreement shall be subject to all present and future applicable federal, state, city and county laws, executive orders of the President of the United States or Governor of the State of Washington, and rules and regulations of government authority. In the event that any provision(s) of this Agreement shall, at any time, be declared invalid or unlawful by virtue of the above declaration of any court of competent jurisdiction or through government regulations or decrees, such provisions shall be superseded by the appropriate provision of such law or regulation, so long as same is in force or effect; but all other provisions of this Agreement not declared invalid shall remain in full force and effect.

The Employer and the Union agree that conditions of employment shall be consistent with all applicable municipal, state and federal laws.

ARTICLE 18

SUCCESSORS

In the event the Employer shall, by merger, consolidation, sale of assets, lease, franchise or by any other means, enter into an agreement with another firm or individual which, in whole or in part, affects the existing appropriate collective bargaining unit, then such successor firm or individual shall be bound by each and every provision of this Agreement. The Employer shall have an affirmative duty to call this provision of the Agreement to the attention of any firm or individual with which it seeks to make such an agreement as aforementioned.

ARTICLE 19

GRIEVANCE/ARBITRATION PROCEDURE

Section 19.1 A grievance is an alleged violation of a specific Article or Section of this Agreement. All grievances arising between the Union and the Employer shall be settled in accordance with the following procedures and terms of this Article. Extensions of timelines can be granted by mutual agreement by both parties in writing. Both parties shall make a reasonable effort to settle the dispute before written submission of the grievance. A grievance involving the termination of an employee shall be submitted directly to Step 2. Grievances shall include the following:

- (a) Date of filing and date of occurrence.
- (b) Department.
- (c) Detailed facts upon which grievance is based.
- (d) Reference(s) to the Section(s) of the Agreement alleged to have been violated.
- (e) The remedy sought.
- (f) Identity of grievant(s).
- (g) The reason the Union disagrees with management's decision from the previous Step (if appropriate).

Step 1 - Written Submission of Grievance to Department Director and/or Supervisor

If the dispute cannot be resolved, the employee and/or the employee's Shop Steward within ten (10) workdays of the event giving rise to the grievance or any informal resolution meeting, shall submit a written grievance to the Department Director or Supervisor, Grievant, the Shop Steward and/or Union Representative shall meet for the purpose of resolving the grievance. The Department Director or Supervisor shall, provide a written answer to the grievance within ten (10) workdays following the grievance meeting.

Step 2 - Written Submission of the Grievance to Human Resource Director

If the decision in Step 1 does not settle the grievance, the Union Representative or Shop Steward may, within ten (10) workdays following the receipt of the decision in Step 1 submit the written grievance to the Human Resources Director or designee for the purpose of arranging a meeting to discuss the grievance.

The meeting shall be held within ten (10) workdays following receipt of the written grievance and shall be attended by the Union Representative or Shop Steward, employee and Human Resources Director. The Human Resources Director shall provide a written answer to the grievance within ten (10) workdays following the meeting.

Step 3 - Submission of the Grievance to the CEO/President or Designee

If the employee is not satisfied with the decision made in Step 2, the Union Representative may, within ten (10) workdays following the answer given in Step 2, submit the grievance in writing to the President and CEO or designee, who will meet with the employee and the Union Representative within ten (10) workdays to settle the grievance. The President and CEO or designee shall provide a written answer to the grievance within ten (10) workdays.

Section 19.2 ARBITRATION In the event the grievance remains unresolved, either party may submit the matter for arbitration or by mutual agreement, request mediation through Federal Mediation Conciliation Services. Such notification must be sent within ten (10) workdays of receiving the decision of the Step 3 grievance or the Union's request for mediation

by the CEO/President. The party that requests arbitration must notify the other party in writing by registered or certified mail.

Section 19.2(a) ARBITRATION PROCESS A list of nine (9) arbitrators will be requested from the Federal Mediation and Conciliation Service. Selection of the arbitrator will be made by the parties alternately striking a name from the list until only one name remains as the arbitrator selected. The determination of who strikes first will be made by a toss of a coin.

Section 19.2(b) The Union and the Employer agree that the submission of a case to arbitration shall be based on the issues cited through Step 3 of the grievance process.

Section 19.2(c) The arbitrator shall be authorized to rule and issue a decision and award, in writing, on any issue presented for arbitration, including the question of the arbitrability of such issue. His/her decision and award shall be final and binding upon both parties to this Agreement. An arbitrator shall have no power to add to or subtract from or to disregard, modify or otherwise alter any term of this Agreement(s) between the Union and the Employer or to negotiate new agreements. The arbitrator's powers are limited to interpretations and a decision concerning specific applications of the terms of this Agreement or other existing pertinent agreement(s), if any. Decisions of the arbitrator shall be subject to and in accordance with the provisions of existing laws, including court and NLRB decisions, and executive or administrative orders and/or regulations.

Section 19.2(d) The parties agree that the expense of the arbitrator will be borne equally by both parties except that each party shall be responsible for the expense of their own advocates and witnesses.

Section 19.2(e) All time limits set forth herein must be strictly observed unless agreed to otherwise in writing by both parties. Reasonable extensions of timelines shall not be denied. If the grieving party fails to meet the timelines set up in this process, the grievance is permanently withdrawn. If the party against whom the grievance is filed fails to meet the timelines set up in this process, the grievance is automatically moved to the next step in the grievance process.

Section 19.3 The Employer and the Union agree to make available to the other such pertinent data as each may deem necessary for the examination of all circumstances surrounding a grievance. The arbitrator shall be empowered to effect compliance with this provision by requiring the production of documents and other evidence.

ARTICLE 20

PICKET LINES, STRIKES AND LOCKOUTS

It is further understood and agreed that refusal by any bargaining unit employee, covered by this Agreement, to go through a primary picket line sanctioned by the AFL-CIO, shall not constitute a violation of this Agreement, nor shall such refusal by an employee be cause for discharge or disciplinary action of any kind.

There shall be no strikes or lockouts during the term of this Agreement.

ARTICLE 21

HEALTH AND SAFETY

Section 21.1 GENERAL The Employer retains exclusive responsibility for workplace health and safety and agrees to provide a safe and healthful work environment for all employees and further agrees to make every effort to ensure optimum working conditions and to provide for the highest standards of workplace sanitation, ventilation, cleanliness, light, noise levels, and health and safety in general. The Employer further agrees to comply with all applicable health and safety laws and regulations.

Section 21.2 SAFETY COMMITTEE A Safety Committee shall be established at each site consisting of at least one Employer representative and one employee representative who shall meet at least quarterly to review safety issues and recommend improvements.

Section 21.3 ACCOMMODATION The Employer will make reasonable efforts to accommodate the needs of employees who can demonstrate that health problems are caused or aggravated by work related assignments or by substances the employee is necessarily exposed to in the workplace.

Section 21.4 INFECTIOUS DISEASES Employees will be allowed to take paid time off to receive testing and/or inoculations for Tuberculosis, hepatitis or other communicable diseases, provided there is a verifiable business reason for receiving inoculations. The Employer will inform employees and residents when someone on the campus has tested positive for a serious infectious disease but without identifying the person who tested positive. If public health reports a positive case to Solid Ground, the Employer will explain the purpose and benefits of a release of information (ROI) to the program participant and if the program participant agrees to sign one, they can designate staff members to receive the information and arrange for the signing of the ROI.

During the state of emergency caused by the 2020 COVID-19 pandemic, the Employer will continue to provide Personal Protection Equipment (PPE) for all employees. The Employer will also comply with all the safety precaution requirements and applicable leave laws as set forth by applicable federal, state and local agencies.

ARTICLE 22

LABOR MANAGEMENT COMMITTEE

The purpose of the Committee 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.

ARTICLE 23

TERMINATION AND RENEWAL


This Agreement shall be in full force and effect until December 31, 2026 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.

EXECUTED at Seattle, Washington this 12th day of March 2024.

**OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL NO. 8,
AFL-CIO**

SOLID GROUND

By 
Suzanne Mode
Business Manager

By 
Laura Langwell
Senior Director of Human Resources

By 
David Olivera
Negotiating Committee

By 
Bela Sanchez
Negotiating Committee

COLLECTIVE BARGAINING AGREEMENT
OPEIU LOCAL 8 – SOLID GROUND

APPENDIX “A”

2024 NEW OPEIU Wage Scale

Pay Grade	Minimum Annual Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Midpoint Annual Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Maximum Annual Step 15	Range Spread	Grade Difference	Pay Grade
218	\$127,660	\$130,214	\$132,818	\$135,474	\$138,184	\$140,947	\$143,766	\$146,642	\$149,574	\$152,566	\$155,617	\$158,730	\$161,904	\$165,142	\$168,445	32%	7.00%	218
217	\$119,309	\$121,695	\$124,129	\$126,611	\$129,144	\$131,727	\$134,361	\$137,048	\$139,789	\$142,585	\$145,437	\$148,345	\$151,312	\$154,339	\$157,425	32%	7.00%	217
216	\$111,504	\$113,734	\$116,008	\$118,328	\$120,695	\$123,109	\$125,571	\$128,082	\$130,644	\$133,257	\$135,922	\$138,641	\$141,413	\$144,242	\$147,127	32%	7.00%	216
215	\$104,209	\$106,293	\$108,419	\$110,587	\$112,799	\$115,055	\$117,356	\$119,703	\$122,097	\$124,539	\$127,030	\$129,571	\$132,162	\$134,805	\$137,501	32%	7.00%	215
214	\$97,391	\$99,339	\$101,326	\$103,353	\$105,420	\$107,528	\$109,679	\$111,872	\$114,110	\$116,392	\$118,720	\$121,094	\$123,516	\$125,986	\$128,506	32%	7.00%	214
213	\$91,020	\$92,840	\$94,697	\$96,591	\$98,523	\$100,494	\$102,503	\$104,553	\$106,645	\$108,777	\$110,953	\$113,172	\$115,435	\$117,744	\$120,099	32%	7.00%	213
212	\$85,066	\$86,767	\$88,502	\$90,272	\$92,078	\$93,919	\$95,798	\$97,714	\$99,668	\$101,661	\$103,694	\$105,768	\$107,884	\$110,041	\$112,242	32%	7.00%	212
211	\$79,500	\$81,090	\$82,712	\$84,367	\$86,054	\$87,775	\$89,530	\$91,321	\$93,147	\$95,010	\$96,911	\$98,849	\$100,826	\$102,842	\$104,899	32%	7.00%	211
210	\$74,300	\$75,785	\$77,301	\$78,847	\$80,424	\$82,033	\$83,673	\$85,347	\$87,054	\$88,795	\$90,571	\$92,382	\$94,230	\$96,114	\$98,037	32%	7.00%	210
209	\$69,439	\$70,828	\$72,244	\$73,689	\$75,163	\$76,666	\$78,199	\$79,763	\$81,359	\$82,986	\$84,645	\$86,338	\$88,065	\$89,826	\$91,623	32%	7.00%	209
208	\$64,896	\$66,194	\$67,518	\$68,868	\$70,246	\$71,650	\$73,084	\$74,545	\$76,036	\$77,557	\$79,108	\$80,690	\$82,304	\$83,950	\$85,629	32%	7.00%	208
207	\$60,651	\$61,864	\$63,101	\$64,363	\$65,650	\$66,963	\$68,302	\$69,668	\$71,062	\$72,483	\$73,933	\$75,411	\$76,920	\$78,458	\$80,027	32%	7.00%	207
206	\$56,683	\$57,816	\$58,973	\$60,152	\$61,355	\$62,582	\$63,834	\$65,111	\$66,413	\$67,741	\$69,096	\$70,478	\$71,887	\$73,325	\$74,792	32%	7.00%	206
205	\$52,975	\$54,034	\$55,115	\$56,217	\$57,341	\$58,488	\$59,658	\$60,851	\$62,068	\$63,309	\$64,576	\$65,867	\$67,184	\$68,528	\$69,899	32%	7.00%	205
204	\$49,509	\$50,499	\$51,509	\$52,539	\$53,590	\$54,662	\$55,755	\$56,870	\$58,008	\$59,168	\$60,351	\$61,558	\$62,789	\$64,045	\$65,326	32%	7.00%	204
203	\$46,270	\$47,195	\$48,139	\$49,102	\$50,084	\$51,086	\$52,108	\$53,150	\$54,213	\$55,297	\$56,403	\$57,531	\$58,682	\$59,855	\$61,052	32%	7.00%	203
202	\$43,243	\$44,108	\$44,990	\$45,890	\$46,808	\$47,744	\$48,699	\$49,673	\$50,666	\$51,679	\$52,713	\$53,767	\$54,843	\$55,939	\$57,058	32%	7.00%	202
201	\$40,414	\$41,222	\$42,047	\$42,888	\$43,745	\$44,620	\$45,513	\$46,423	\$47,351	\$48,298	\$49,264	\$50,250	\$51,255	\$52,280	\$53,325	32%	7.00%	201
200	\$37,770	\$38,526	\$39,296	\$40,082	\$40,884	\$41,701	\$42,535	\$43,386	\$44,254	\$45,139	\$46,042	\$46,962	\$47,902	\$48,860	\$49,837	32%		200

p:contract/proofed/Solid Ground wages 2024
luna#242/afl-cio