

OPEIU LOCAL 8/NORTHWEST JUSTICE PROJECT CONTRACT NEGOTIATIONS

Tentative Agreement
November 29, 2018

PREAMBLE

THIS AGREEMENT is made and entered into at Seattle, Washington this ____ day of _____, 2018, by and between NORTHWEST JUSTICE PROJECT, hereinafter referred to as "NJP" or 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 wages, hours, and working conditions between the EMPLOYER and the UNION, and to clearly define mutual obligations between the parties hereto. **(TA 7/31/18)**

ARTICLE 1

MANAGEMENT RIGHTS

Except as otherwise set forth in this Agreement, the Employer shall have the sole right to direct the working force, including the right to determine staffing needs, hire, assign, classify, train, orient, transfer, promote, discharge, and to maintain discipline of its employees and the right to relieve the employees from duty because of lack of work or funds; to use new equipment; the right to establish work schedules; to introduce new or improved services or methods. The exercise of the functions and rights specified in this Article is subject to the terms and conditions of this Agreement. **(TA 2/16/18)**

ARTICLE 2

UNION RECOGNITION

Section 2.1. The Employer recognizes the Office and Professional Employees International Union Local 8, OPEIU Local 8, AFL-CIO as the exclusive representative of the bargaining unit including all full-time and part-time Staff Attorneys, PBIF Attorneys, NJP employed fellows, NTAP Coordinators, Legal Assistants, Outreach Workers, Paralegals, Receptionists and Screeners at all of the Employer's facilities throughout the State of Washington. Excluded from the bargaining unit include Accounting Assistants, Accounts Payable Specialists, Advocacy Coordinators, Controllers, Desktop Support/Help Desk Technicians, IT Network Systems Administrators, Payroll Specialists, Webmaster/Publications Managers, the Executive Director, Senior Attorneys, Interns, Externs, Volunteers, Security Guards and other confidential employees, managers and supervisors as defined in the National Labor Relations Act (NLRA). **(TA 2/16/18)**

Section 2.2. New Job Classifications:

- (a) The Employer will notify the Union in writing when duties of bargaining unit job classifications are substantially changed and when duties of bargaining unit job classifications are transferred to non-bargaining unit positions. Such written notice will be provided to the Union within thirty (30) calendar days prior to the effective date of the change or transfer of the duties of currently represented job classifications. It is not the Employer's intent to establish

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new job classifications outside of the bargaining unit for the purpose of excluding such employees from the bargaining unit. **(TA 2/16/18)**

- (b) The Employer will notify the Union of any newly created exempt and/or non-exempt classification which is non-supervisory and non-confidential in nature as defined by the National Labor Relations Act, and which encompasses duties performed by existing bargaining unit classifications. This notice shall be provided at least thirty (30) calendar days prior to the effective date of the new classification and shall include the proposed job title, job duties, qualifications and pay range and will indicate whether the Employer believes the new classification is appropriate for inclusion in the OPEIU bargaining unit.

If the Union does not agree with the Employer's decision regarding whether or not to include the classification in the bargaining unit, the Union shall submit a written notice of objection within fourteen (14) calendar days of being notified of the new classification. If requested, the parties shall then meet to discuss whether or not the new classification should be included in the bargaining unit. Should the parties be unable to agree as to whether or not a newly created classification should be included in the bargaining unit, unless otherwise agreed, their sole recourse shall be to file an appropriate petition with the National Labor Relations Board. **(TA 2/16/18)**

Section 2.3 Contract Attorneys. NJP may utilize non-employee Contract Attorneys to meet LSC requirements and in the case of staff Attorney conflicts. **(TA 3/20/18)**

Section 2.4 Notification of Funding. The Employer shall notify bargaining unit employees hired into term-limited positions of the anticipated end date of the position's funding. Whenever possible, the Employer shall notify those bargaining unit employees whose job security are impacted by the status of their funding source(s) at least thirty (30) calendar days prior to the possible end of funding. **(TA 5/1/18)**

ARTICLE 3

UNION SECURITY

Section 3.1 Union Workplace. Subject to the provisions of the following paragraphs, it shall be a condition of employment that all employees of the Employer covered by this Agreement shall become and remain members of the Union in good standing. **(TA 11/29/18)**

Section 3.2 Mandatory Union Membership. It shall also be a condition of employment that all new employees hired after the effective date of this Agreement and covered by its provisions shall, not later than the 31st calendar day following their employment, become and remain members in good standing in the Union during the term of this Agreement. **(TA 11/29/18)**

Section 3.3 Deduction of Union Dues. Upon receipt of written authorization of the employee, at each pay period the Employer shall deduct all dues and fees from all members, based upon a schedule provided by the union, and transfer that amount to the Union within fourteen (14) calendar days following each payroll. The employee shall submit such written authorization to the Employer's payroll department. The Union shall indemnify the Employer and save the

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Employer harmless from any and all claims against the Employer arising out of administration of this Article including the amounts of Union dues deducted and withheld from earnings.

The Employer shall include the last name, first name, middle initial, employee ID number, gross earnings, dues deducted and initiation fees deducted when remitting dues to the Union.

The Employer shall provide the last name, first name, middle initial, employee ID number, street address, city, state, zip, date of birth, home phone number, cell phone number, work email, personal email, date of hire, date of term, date of rehire, job title, department, job site, rate of pay, FTE status, hours worked and work status (part-time, fulltime) of each newly hired/newly eligible employee after each payroll.

The Employer shall provide the last name, first name, middle initial, employee ID number, and termination date of each separated/no longer eligible employee after each payroll.

Quarterly, the Employer shall provide a full roster of all union eligible employees to the Union which will include the last name, first name, middle initial, street address, city state, zip, date of birth, home phone number, cell phone number, work email, personal email, date of hire, date of term, date of rehire, job title, department, job site, rate of pay, FTE status, hours worked and work status (part-time, fulltime). **(TA 8/17/18)**

Section 3.4 Hardship Fund Check-off. The OPEIU Local 8 Hardship Fund provides assistance to Local 8 members experiencing an immediate, severe and temporary financial situation due to an emergency. Hardship applications are available on the OPEIU Local 8 website. The Employer agrees to deduct the specific sum from the pay 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 the bargaining unit employees' names and amounts deducted no later than the fourteenth (14th) calendar day following the last payday of each month. The Union holds the Employer harmless from all claims, demands or other forms of liability that may arise against the Employer for or on account of any such deductions. **(TA 2/16/18)**

Section 3.5 Political Action Check-off. The Employer agrees to deduct the specific sum from the pay of any member of the bargaining unit who voluntarily executes an OPEIU Local 8 PAC (Political Action Committee) Check-Off Authorization form. The Employer will remit these deductions to OPEIU Local 8 PAC along with a list of the bargaining unit employees' names and amounts deducted no later than the fourteenth (14th) calendar day following the last payday of each month. The Union holds the Employer harmless from all claims, demands or other forms of liability that may arise against the Employer for or on account of any such deductions. **(TA 2/16/18)**

ARTICLE 4

LABOR-MANAGEMENT COMMITTEE

Section 4.1. The Employer and the Union agree to establish a Labor-Management Committee which will meet at least quarterly during the term of this Agreement to discuss matters of mutual concern. The Committee shall consist of the Director of Human Resources and not more than

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seven (7) representatives designated by the Employer, as well as the Union Representative(s) and not more than seven (7) employee representatives designated by the Union. Employee representatives to the Labor-Management Committee meetings will experience no loss in pay for attending such meetings. All travel expenses of the employee representatives will be paid by the Union. The parties shall agree to an agenda in advance of regular meetings of the Committee. The Committee may also hold additional meetings by mutual agreement and such meetings shall be scheduled no later than thirty (30) calendar days following receipt of a request for a Labor-Management meeting. Requests for such additional meetings shall be accompanied by a proposed agenda and request for any materials relevant to the meeting. Any relevant materials shall be provided at least one (1) week in advance of all Committee meetings. **(TA 3/20/18)**

Participants may choose to attend meetings by video or teleconference, unless the parties agree that an in-person meeting is necessary. NJP will release employees who are on the Labor-Management Committee from work for scheduled Labor-Management Committee meetings. NJP will pay the regular hourly rate to any non-exempt Labor-Management Committee members for the actual time spent representing the Union in any Labor-Management Committee meetings and traveling on the day of the meetings. This should be recorded on timesheets. On days where Labor-Management Committee meetings occur, exempt staff may record the hours of actual travel and Labor-Management Committee time in Legal Server and on timesheets. **(TA 3/20/18)**

Section 4.2. Appropriate resource persons may be in attendance at Labor-Management Committee meetings for specific agenda items as required. Resource persons do not serve as members of the committee. NJP employed resource persons will experience no loss in pay for attending Labor-Management Committee meetings for a specific agenda item. **(TA 2/16/18)**

ARTICLE 5

EMPLOYEE RIGHTS, RESPONSIBILITIES AND UNION RIGHTS

Section 5.1 Non-Discrimination. The Union and Employer agree that there shall be no unlawful discrimination against any employee in matters of hiring, training, promotion, transfer, layoff, or discharge because of an employee's union membership status or activity, race, creed, religion, color, age, veteran or military status, public breast-feeding, victim or family member of a victim of sexual assault or domestic violence, political ideology, disability, national origin, sex, sexual orientation, gender identity, genetic information, marital status, parental status, or any other characteristic protected by law. The parties also agree with the principle of equal pay for equal work. **(TA 6/27/18)**

Section 5.2 Union Activities. The parties agree that:

- A.** During working hours, on the Employer's premises, Shop Stewards shall be allowed without loss of pay, to:
 - 1.** Attend grievance meetings with advance notification to the Employer. **(TA 3/1/18)**
 - 2.** Participate in periodic informal labor-management discussions. The Employer and Union recognize it is in their mutual interest that issues which arise concerning

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administration of this labor Agreement should be resolved as expeditiously as possible and that representatives of the union will occasionally meet with representatives of management for the purpose of resolving those issues. **(TA 3/1/18)**

- B.** The distribution of Union literature shall be allowed by bargaining unit employees on non-work time. **(TA 3/1/18)**
- C.** Investigations by shop stewards of potential grievance matters shall take place during non-working hours. Time without loss of pay will be allowed for investigating a formal grievance of which the Employer has been notified. **(TA 3/1/18)**
- D.** The Union agrees to provide the Employer with an updated list of union Shop Stewards whenever there is a change in Shop Stewards. **(TA 3/1/18)**

Section 5.3 Union Use of Bulletin Boards and Electronic Communications. The Employer agrees to allow the Union to use designated bulletin board space, email and the NJP Intranet, the main purpose of which shall be to distribute union information that does not conflict with NJP's information resource policies or any Legal Services Corporation regulations. The Union shall not utilize these Employer resources for distribution of information related to the Union's Political Action Committee. **(TA 2/16/18)**

Section 5.4 Union Access. The Employer agrees that Union Representatives of the Union shall have reasonable access to the public premises, employee mail boxes and designated non-public areas of the Employer for the purpose of investigating and discussing working conditions and/or grievances, provided the Union Representative does not interfere with the work of the employees. **(TA 2/15/18)**

Section 5.5 Union Leave. The Employer shall allow bargaining unit employees to attend Union sponsored events, conferences and/or trainings, subject to Section 9.2 Scheduling Vacations. Employees may use unpaid time off in lieu of accrued vacation time. The Employer will incur no travel expenses related to union leave. **(TA 4/13/18)**

Section 5.6 Hiring Procedures.

- A. Authorization of Positions.** The Employer has the authority to create, modify or eliminate any employee position, provided that such changes are consistent with this Agreement. **(TA 3/1/18)**
- B. Non-Discrimination.** NJP strives to maintain a diverse staff and will actively recruit diverse candidates for bargaining unit positions. In conducting hiring for bargaining unit positions, NJP will abide by the terms of the anti-discrimination policy set out in its Personnel Manual and Program Policies, as well as applicable local, state and federal laws and regulations. **(TA 3/1/18)**
- C. Hiring from Within.** It is NJP's policy to actively promote the filling of open positions with current staff. **(TA 4/13/18)**

- D. Explanation for Non-Selection.** Bargaining unit employees who apply for NJP positions but are not selected for a posted position may request, in writing, the reason(s) they were not selected for the position. **(TA 3/19/18)**

- E. Provision of the Collective Bargaining Agreement (CBA).** All persons hired into a NJP bargaining unit position shall be provided with an electronic or paper copy of the Collective Bargaining Agreement at the time of hire. **(TA 2/28/18)**

- F. New Employee Orientation.** A Shop Steward will be allowed thirty (30) minutes without loss of pay to meet with new bargaining unit employees during their employee orientation. The Employer will provide a list to the Union via email of new bargaining unit employees including their name, job classification, FTE, workplace/program assignment before orientation. The list will be provided no later than the end of the business day three (3) business days before the orientation. **(TA 3/19/18)**

Section 5.7 Job Posting. Notice of all bargaining unit job vacancies shall be emailed to all bargaining unit employees at least seven (7) calendar days prior to opening the positions for external candidates. Job descriptions shall be in writing and shall list the job title, hours of work, salary scale, work location and qualifications. **(TA 7/31/18)**

ARTICLE 6

STATUS OF EMPLOYEES

Section 6.1 Exempt Employee. An exempt employee is an employee who meets the Fair Labor Standards Act and Washington Minimum Wage Act's criteria for exemption, such as being a bona fide executive, administrative, or professional employee. Exempt employees are paid salaries commensurate with their positions and do not receive overtime pay. No deductions to an exempt employee's pay or accrued leave shall be made except as permitted by federal and state law. **(TA 2/16/18)**

Section 6.2 Non-Exempt Employee. A non-exempt employee is an employee who performs work other than executive, administrative or professional work and is covered by the provisions of the Fair Labor Standards Act and Washington Minimum Wage Act. Non-exempt employees will receive overtime pay as required by law and this Agreement. **(TA 8/16/18)**

Section 6.3 Full-time Employee. A full-time employee is an employee who is scheduled to work a minimum of thirty-five (35) hours per week throughout the calendar year on a regular schedule. Anyone hired into a regular full-time position shall be entitled to benefits described in this Agreement beginning on the first day of the month following the first day of employment. **(TA 2/16/18)**

Section 6.4 Regular Part-time Employee. A regular part-time employee is any employee who is scheduled to work a regular schedule of less than thirty-five (35) hours per week. A part-time employee who is regularly employed for twenty-one (21) or more hours per week will be entitled to full benefits under the terms of this Agreement subject to the requirements of the plans. Part-time employees will accrue vacation and health related leave on a pro-rata basis. The Employer agrees not to limit a position's hours for the purpose of avoiding paying benefits. Part-time

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employees who regularly work less than twenty-one (21) hours a week will be accorded seniority on a pro-rata basis. **(TA 7/31/18)**

Section 6.5 Adjunct Employee/NJP Employed Fellow. An adjunct employee is an employee hired by NJP through programs or third parties that provide subsidized full or part-time opportunities for law school graduates or attorneys on a time limited basis, including attorneys working at NJP on a paid fellowship. **(TA 3/20/18)**

Section 6.6 Temporary Employee. A temporary employee is an employee retained for a limited duration of time of no more than one hundred eighty (180) calendar days or for an isolated, sporadic or intermittent basis, or other emergent business needs. A temporary employee is not covered by this Agreement but shall receive sick leave benefits in accordance with the Washington State Paid Sick Leave Law. A person who has worked in a bargaining unit position on a temporary basis for the full one hundred eighty (180) calendar day period described above shall not continue as a temporary employee without the prior written agreement of the Union. **(TA 11/28/18)**

Section 6.7 Break In Service. Upon rehire after a break in service with the Employer which does not exceed one (1) year, an employee's seniority and benefit accrual rates shall be recognized as the same as at the time of their separation from employment and the rate of pay shall include any contractual increases that may have occurred. **(TA 3/1/18)**

Section 6.8 Staff Ratios. Outside of CLEAR, NJP shall make every effort to employ at least one (1) Legal Assistant for every three (3) advocates (i.e. senior attorneys, attorneys, paralegals, housing counselors) in an office. If there is no designated receptionist in an office, that body of work shall count as one (1) attorney position for purposes of staffing this ratio. Due to the unique needs of each office/unit, if an employee believes additional capacity is warranted, a request may be made to the appropriate Senior Attorney. After evaluation of the circumstances, the Senior Attorney may request approval for additional staff from the Executive Director or designee. If the Senior Attorney declines to submit such a request, an employee may seek review with the Executive Director. **(TA 10/22/18)**

Section 6.9 Bi-lingual NJP Staff. The LEP (Limited English Proficiency) Policy Committee shall make initial recommendations to the Executive Director by March 31, 2019. NJP will notify the Union of any and all recommendations adopted by the Employer. The Union reserves the right to bargain over any recommendations from this Committee that potentially impact the wages, hours and working conditions of bargaining unit employees. **(TA 6/5/18)**

ARTICLE 7

HOURS OF WORK AND OVERTIME

Section 7.1 Office Hours. Standard office hours are Monday through Friday, 9 a.m. to 5 p.m. A normal workday consists of seven (7) hours and an unpaid meal period for non-exempt staff. **(TA 4/13/18)**

- A. Occasional Schedule Deviations for Non-Exempt Staff.** At the time of hire, staff will be assigned a regular work schedule. It is understood that occasional deviations

from an employee's assigned work schedule may occur. Whenever possible an employee shall obtain Senior Attorney approval in advance; if no response is received, approval shall be assumed. In emergent situations where advance notice is not possible the employee shall notify the Senior Attorney as soon as practicable. Should an employee desire to make up the time missed, the employee must obtain Senior Attorney approval. All make up time must be completed by the end of the next pay period and in a manner that does not generate overtime pay for a work week.

If an employee believes that a request for an occasional deviation in schedule has been unreasonably denied by the Senior Attorney, he or she may seek review with the Executive Director. The Executive Director shall respond to such a request for review within twenty-one (21) calendar days. **(TA 6/5/18)**

B. Ongoing Alternative Work Schedules. An employee may request to work an alternative schedule (e.g. four-(4) day workweek or change in start and end times, etc.) by submitting a written request to the Senior Attorney specifying the proposed alternative work schedule. The request must include a statement which addresses possible impacts to business needs of the program. The Senior Attorney may approve these requests when the Senior Attorney reasonably determines that the alternative work schedule will not have a negative impact on the operation of the organization, fellow employees or the ability of the employee to provide services to clients. The parties recognize that due to the operational needs of the organization, requests for an alternative work schedule may not be approved. A final decision will be provided to the employee in writing, within twenty-one (21) calendar days. If a decision is not received within twenty-one (21) days, the request will not be assumed to be approved.

Any approved, alternate work schedules may be terminated by either party with sixty (60) calendar days' notice, unless the Senior Attorney and employee mutually agree to terminate the alternate work schedule earlier.

If an employee believes that a request for an ongoing alternative work schedule has been unreasonably denied or terminated by a Senior Attorney, he or she may seek review with the Executive Director. The Executive Director shall respond to such a request for review within twenty-one (21) calendar days. **(TA 6/5/18)**

C. Alternative Workplace Arrangement. An employee may request to work at an alternative workplace (e.g. working from home) by following NJP's telecommuting policy request and approval process. After the employee has met all the necessary criteria for such a request, a final decision will be provided to the employee in writing, within twenty-one (21) calendar days. If a decision is not received within twenty-one (21) days, the request will not be assumed to be approved.

Either party may terminate any alternative workplace arrangement with thirty (30) calendar days' notice unless the Senior Attorney and employee mutually agree to terminate the alternative workplace arrangement earlier. If an employee believes that a request for an alternative workplace arrangement has been unreasonably denied,

he or she may seek review with the Executive Director. The Executive Director shall respond to such a request for review within fourteen (14) calendar days. **(TA 6/5/18)**

Section 7.2 Breaks. A fifteen (15) minute paid rest period is allowed for every four (4) hours worked for all non-exempt employees. Non-exempt employees may take multiple shorter intermittent rest periods equivalent to 15-minutes for every four (4) hours worked, in lieu of scheduled rest periods. **(TA 3/1/18)**

Section 7.3 Overtime. A normal workweek is thirty-five (35) working hours. Any time worked in excess of thirty-five (35) hours during one week by non-exempt employees must be approved by the employee's Senior Attorney. A non-exempt employee is entitled to an overtime pay rate of one and a half (1 ½) times the regular rate of pay for all hours worked in excess of forty (40) hours in one work week. **(TA 10/22/18)**

Section 7.4 Relief Time Off. An exempt employee working in excess of one-hundred (100) hours in a pay period due to extraordinary circumstances such as extensive trial preparation and trial time shall, upon submission by the employee of a request to and approval by the Senior Attorney regarding eligibility, earn fourteen (14) hours of relief time off. Such time may be accrued to a maximum of seventy (70) hours and must be taken within ninety (90) days of accrual and scheduled with the approval of the Senior Attorney, subject to the same criteria and process as provided in Section 9.2 Scheduling Vacations. Accrued but unused relief time off will not be paid to a separating employee. **(TA 10/24/18)**

Section 7.5 Overnight Travel. When staff engages in overnight travel for business, any time spent traveling will be counted as work time, even if the travel occurs on a non-working day (e.g. Saturday or Sunday). **(TA 3/1/18)**

Section 7.6 Telephone/Electronic Consultation with Non-Exempt Staff. Employees are not expected to review or respond to e-mail messages when not working. Generally, bargaining unit employees are not to be contacted when not working. In the event of an urgent need only, employees may be contacted by work for consultation via telephone and/or text message. Email communications to employees who are not working are not considered urgent. The time taken for urgent consultation is paid at the regular rate, and the employee shall receive a minimum of thirty (30) minutes pay or actual time worked, whichever is greater. **(TA 6/5/18)**

ARTICLE 8

PAID HOLIDAYS

Section 8.1 Eligibility. All full time and part-time employees are eligible for paid status on holidays. Part-time employees' holiday pay will be pro-rated. **(TA 11/28/18)**

Section 8.2 Paid Holidays. Up to a maximum of seven (7) hours shall be paid for each holiday. Part-time employees shall receive holiday pay on a pro rata basis. The following are NJP paid holidays:

New Year's Day, First day of January

Martin Luther King's Birthday, Third Monday of January

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President's Day, Third Monday of February
Memorial Day, Last Monday of May
Independence Day, Fourth day of July
Labor Day, First Monday of September
Veterans Day, 11th day of November
Thanksgiving Day, Fourth Thursday of November
Day after Thanksgiving Day, Fourth Friday of November
Christmas Eve day, 24th day of December
Christmas Day, 25th day of December
New Year's Eve, 31st day of December
Two (2) personal days per calendar year

Each NJP employee receives up to two (2) personal one-day holidays per year, depending on their date of hire. These are floating holidays and may be taken at any time during the year, subject to the same criteria and process as provided in Section 9.2 Scheduling Vacations. Personal days cannot be carried into the next calendar year. No personal days may be used during the first thirty (30) days of employment. Employees hired after September 30th do not receive personal days for that calendar year. Employees hired between July 1st and September 30th of any calendar year receive one personal day in the calendar year in which they are hired. "Personal Holiday" time must be clearly noted and accounted for on the employee's Time and Attendance report at the end of the pay period.

NJP may allow employees to take alternative holidays in lieu of any of NJP's designated holidays as a religious accommodation. **(TA 11/29/18)**

Section 8.3 Weekend Holidays. When any such NJP recognized holiday occurs on a Saturday, the holiday will be observed on the preceding Friday and when the holiday occurs on a Sunday, the holiday shall be observed on the following Monday. In the case of a holiday observed on different days by the State and the Federal government, NJP will observe the State holiday. NJP will publish a holiday schedule for the upcoming year by October 1st. **(TA 4/30/18)**

Section 8.4 Holidays and Scheduled Days Off. If a holiday falls on a day when an employee normally is not scheduled to work, or an employee's job requires they must work on an NJP holiday, the employee may take a different day off within the same or following pay period. The need to change the day the holiday is taken and the alternate day must be communicated to and approved by the Senior Attorney in advance. **(TA 4/30/18)**

Section 8.5 Holidays Occurring While on Paid Leave Status. Holidays which occur during vacation, sick leave or while on other paid leave status shall not be charged against such leave. Holidays occurring during approved unpaid protected leave will be paid to the employee. **(TA 4/12/18)**

ARTICLE 9

VACATIONS

Section 9.1 Leave Accrual. During the first three years of employment, all regular full-time employees accrue fifteen (15) days (105 hours) of vacation leave annually, at the rate of one and one-quarter work days (8.75 hours) for each full month of employment. During the fourth year of employment, all regular full-time employees accrue eighteen (18) days (126 hours) of vacation leave annually at the rate of one and one-half work days (10.5 hours) for each full month of employment. During the fifth year of employment and thereafter all regular full-time employees accrue up to twenty-one (21) days (147 hours) of vacation leave annually at the rate of one and three-quarters work days (12.25 hours) for each full month of employment. For purposes of accruing vacation leave, years of employment will include prior service credit given any employee for compensation purposes. Accrual of vacation leave is suspended for periods when an employee is on leave without pay for more than thirty (30) days.

Part-time regular employees accrue vacation leave on a pro-rata basis. No vacation leave will be granted during the first thirty (30) days of employment, although leave will accrue from the first day of employment.

Employees shall not carry over an accrual of more than two hundred forty-five (245) hours vacation leave from one year to the next without written approval of the Executive Director. Any unused vacation accrual hours above the 245 hour limit as of December 31 of each year will be lost effective each January 1st. **(TA 8/16/18)**

Section 9.2 Scheduling Vacations. An employee must notify his or her Senior Attorney in advance of the requested vacation time and obtain the Senior Attorney's approval for scheduling it. Requests for any vacation time will be submitted as soon as practicable.

Whenever possible, vacations will be scheduled as requested by the employee, subject to the Employer's need to ensure adequate coverage and to balance the various requests of employees.

Each office or unit will be allowed to set up its own process, including specific deadlines for popular times of year, for scheduling time off based on its unique needs. Such a process will be communicated to all members of the unit and will be applied on a consistent basis.

The Union and the Employer encourage each office and unit to amicably resolve scheduling time off for holidays, vacation days surrounding them and during the summer vacation season. When necessary, vacation requests for time off during holiday periods shall be assigned on a rotational basis. **(TA 5/1/18)**

Section 9.3 Bonus Longevity Vacation. After each ten (10) years of continuous NJP employment, employees shall be eligible for four (4) weeks of "bonus vacation" with no vacation match required, subject to the conditions as outlined in the Employer's Personnel Manual. Employees may also take any accrued vacation in conjunction with this bonus vacation.

Staff are eligible for the Bonus Longevity Vacation benefit that is in effect at the time they initially became eligible. (TA 11/28/18)

Section 9.4 Lump Sum Payment of Vacation Leave. Upon termination from employment, the employee shall be paid a lump sum at his/her equivalent hourly rate of pay for up to 245 hours of vacation leave accrued and not taken. If an employee elects to leave NJP, she or he must provide two weeks' notice in order to be eligible to receive payment for accrued vacation days. (TA 7/31/18)

ARTICLE 10

SICK LEAVE

Section 10.1 Sick Leave. A full-time employee will accumulate paid sick leave at the rate of one (1) day per month. A part-time employee accrues sick leave benefits on a pro-rata basis. An employee is entitled to carry over up to 910 hours (130 work days) into the subsequent calendar year. Each year effective January 1, sick leave in excess of 910 hours will be transferred from employees to the Sick Leave Bank.

Sick Leave may be used for the following situations:

- a) To cover absences resulting from the employee's mental or physical illness, injury or health condition (including complications during pregnancy); to accommodate the need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition; or an employee's need for preventative medical care;
- b) To allow the employee to provide care of a family member (as defined by the Washington Family Care Act) with a mental or physical illness, injury or health condition; care of a family member who needs medical diagnosis, care, treatment of a mental or physical illness, injury or health condition; or care of a family member who needs preventative medical care;
- c) When their place of business or child's school has been closed by order of a public official for health reasons;
- d) For reasons outlined in applicable law related to domestic violence, sexual assault or stalking;
- e) As otherwise required by law.

An employee needing to use sick leave shall provide notice to his or her Senior Attorney as soon as practicable. (TA 7/30/18)

Section 10.2 Sick Leave Bank. NJP will maintain a bank for transferred and donated sick leave to benefit employees who have to go on leave without pay due to a serious health condition, illness, injury or other disabling impairment as defined by the Family Medical Leave Act. Donation to and use of the sick leave bank shall be open to any employee and is not limited

to employees covered under this Agreement. Employees may not designate to whom their sick bank donations should be directed.

- A. Donations to Sick Leave Bank.** Employees with more than 70 hours of accrued sick leave are permitted to donate to the sick leave bank, except that no employee is permitted to donate any number of hours that would cause that employee's accrued sick leave to fall below 70 hours of accrued sick leave. Donations to the sick leave bank shall be made on an hour-for-hour basis, regardless of the hourly rate of pay of the donating or receiving employee. Donated time may not be returned to the donating employee once donated. Names of donating employees will not be disclosed.
- B. Withdrawals from Sick Leave Bank.** Employees may receive up to 90 calendar days per rolling twelve months of Sick Leave Bank time. Employees are eligible to receive Sick Leave Bank time if:
1. The employee or his/her child, spouse, life partner, parent, parent-in-law, sibling, grandparent, grandchild, or other close family member for whom the employee has demonstrated responsibility to provide care, suffers from an illness, injury, impairment, or physical or mental condition, which is of an extraordinary or severe nature, and which caused or is likely to cause the employee to go on leave without pay status; and
 2. The employee's absence and need for sick time are documented; and
 3. The employee has depleted all paid leave available, except that employees requesting sick leave to supplement a part-time schedule may continue to accrue and immediately use their pro-rated sick, vacation and personal days while they are working part-time; and

Employees receiving benefits under RCW 51.32 (workers' compensation) or under NJP's long-term disability insurance may be eligible for Sick Leave Bank time to supplement those benefits up to their NJP base pay. **(TA 7/30/18)**

ARTICLE 11

OTHER LEAVES

Section 11.1 Bereavement Leave. All employees are entitled to paid bereavement leave of up to three (3) working days in the event of a death of an immediate family member. An immediate family member is an employee's spouse, partner, child, stepchild, brother, sister, parent, stepparent, parent-in-law, grandparent, or other person with whom the employee has had a similar close personal relationship. The Employer will grant up to two (2) additional days of bereavement leave in the event the employee needs extended travel in response to the death of one of the individuals listed above. **(TA 7/30/18)**

Section 11.2 Parental Leave. An employee is entitled to leave for the birth, adoption, or other new arrival of a child, under the following terms:

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- a) A full-time employee is entitled to twelve (12) weeks of paid parental leave at their current rate of pay provided the employee has been a full-time NJP employee at least twelve (12) months before beginning parental leave. A part-time employee is entitled to paid parental leave on a pro-rata basis under the same terms and conditions as a full-time employee. In general, this leave is provided to assure paid time off during the period immediately following the birth or placement of a child for adoption or foster care. However, recognizing that individual circumstances may vary, the employee may, in consultation with the Senior Attorney, use the paid parental leave on a different schedule, so long as it not extend beyond the first year after the triggering event. During parental leave, an employee retains medical coverage for at least twelve (12) weeks or to the extent permitted by the employee's medical policy.
- b) An employee who has worked for the employer for more than twelve (12) months may use parental leave in addition to the amount of leave medically needed for a pregnancy related disability.
- c) When possible, requests for parental leave should be submitted to the HR Director or designee at least thirty (30) days prior to the date leave is expected to commence.

(TA 7/30/18)

Section 11.3 Jury or Witness Duty. Leave for jury duty will be granted according to Washington State Law. Employees duly called to serve on a jury or subpoenaed to be a witness will be compensated for the full duration of the employee's absence at their normal rate of pay. NJP does not reimburse employees for any travel, parking or meals that are incurred as part of jury service but the employee may keep any jury duty stipend or mileage reimbursement that they receive from the court.

Employees called for jury duty should notify the Senior Attorney when the summons is received. Employees who intend to ask that they be excused from jury duty due to compelling work responsibilities should so advise the Senior Attorney. In appropriate cases, NJP will provide necessary substantiation or other assistance. **(TA 6/5/18)**

Section 11.4 Inclement Weather Days. Employees are expected to work regularly scheduled hours during inclement weather except in severe conditions. "Severe conditions" includes weather that causes the local Superior Court of the County where the NJP office is located to close. When the Employer closes an office due to inclement weather and/or "severe conditions," employees are paid for a normal working day whether or not they are able to work. When the offices are open, employees who cannot come to work due to inclement weather may use accrued vacation days or may request their supervisor's permission to work from home, if appropriate based on their job duties. Employees who have no remaining accrued vacation time or personal holiday may take unpaid leave. **(TA 7/30/18)**

Section 11.5 Unpaid Leave of Absence. An employee may be allowed to take an unpaid leave of absence for reasons other than those specifically covered in other sections. The leave shall not typically exceed sixty (60) days. An employee's request for unpaid leave must be authorized in advance by the HR Director or designee. An employee will not receive holiday pay, nor accrue vacation or sick leave during an unpaid leave of absence. The employee will be responsible for reimbursing NJP for medical insurance coverage during the authorized leave.

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When an employee returns from an unpaid leave of absence, the Employer will attempt to return the Employee to the same job or a similar one with equal pay. An unpaid leave of absence is not to be used on a day-by-day basis to supplement vacation leave. **(TA 7/30/18)**

Section 11.6 Family and Other Leave. The Employer shall comply with applicable terms and conditions of all federal, Washington State and local leave laws, including but not limited to:

1. WA Family Leave Act;
2. WA Family Care Act;
3. Federal Family and Medical Leave Act;
4. Leave for Victims of Domestic Violence, Sexual Assault & Stalking;
5. Leave for Spouse of Deployed Military Personnel;
6. Leave for Emergency Services Personnel;
7. Seattle Paid Sick and Safe Time Ordinance;
8. WA Paid Sick Leave Law I-1433.

Whenever foreseeable, requests for leave under the above provisions shall be submitted to the HR Director or designee at least thirty (30) days prior to the date leave is expected to commence.

Employees who have been employed with NJP for at least one year will be allowed up to six months of job-protected leave per rolling twelve months for all reasons covered by the Federal Family and Medical Leave Act (FMLA), Washington Family Leave Act (FLA), Washington Paid Sick Leave, and/or Washington Care Act, even if the employees are not individually eligible for leave under those laws. Employees utilizing this job-protected leave must use all paid leaves (vacation, paid sick leave, parental leave, etc.) as well as other legally protected leave (FMLA, FLA, etc.) concurrently with this leave. Employees may move into an unpaid leave status for any job-protected leave that remains after all paid leave is exhausted. **(TA 7/30/18)**

Section 11.7 Military Leave. NJP will comply with all applicable state and federal laws with respect to an employee's leave for military service. **(TA 3/19/18)**

Section 11.8 On-The-Job-Injury. When an employee is injured on the job, the employee will be paid for the balance of the work day, which will not be charged as sick leave. Upon the employee's written request, sick leave pay may be used to supplement industrial insurance benefits in an amount equal to the difference between the compensation to which the person is entitled under the Industrial Insurance Act and regular NJP net pay. Any accrued vacation may be used in a like manner after accrued sick leave is exhausted. Employees who are temporarily disabled and are being compensated through industrial insurance are entitled to continue to receive the normal health benefits and life insurance. Sick leave and vacation shall only accrue, however, for hours in the NJP pay status. Employees receiving industrial insurance may also be eligible for benefits under NJP's Long Term Disability benefit plan. **(TA 4/12/18)**

ARTICLE 12

CLASSIFICATION AND WAGE ADMINISTRATION

Section 12.1 Classification/Job Descriptions. Employees will be classified and paid in accordance with the applicable pay scales defined in Appendix A to this Agreement. NJP agrees to maintain job descriptions for all of the classifications listed in this Agreement that accurately describe the duties performed in each job classification. In accordance with Section 2.2 (New Job Classifications), the Employer will notify the Union in writing of substantial changes in present jobs or the creation of any new classifications. If a new position is to be placed in the bargaining unit, the Employer will establish a pay scale for the new job classification in relation to the existing wage structure. If the Union disagrees with the pay scale established by the Employer, the matter will be bargained between the parties, and if no agreement is reached, only the question of appropriate pay scale for the new job classification may be submitted to the grievance procedure as outlined in this Agreement. **(TA 6/27/18)**

Section 12.2 Rates of Pay. No employee shall be paid at a rate of pay less than the minimum nor more than the maximum established for his/her job as set forth in Appendix A. All annual rates in Appendix A are based upon full-time employment at the normal working hours for the position. For purposes of pay administration, full-time employment is defined as work consisting of at least thirty-five (35) hours per week. **(TA 6/27/18)**

Section 12.3 Starting Rate Upon Initial Employment. New employees shall be placed at a step on the appropriate pay scale in accordance with Section 12.11 (Determination of Experience Level). The Employer will provide a hire letter to each new employee. The hire letter will include the step level at which the employee will begin. **(TA 6/27/18)**

Section 12.4 Pay Rate Upon Promotion. Employees promoted to a higher paid classification shall be placed at the appropriate step in the new classification pay scale in accordance with Section 12.11 (Determination of Experience Level), which will provide a minimum increase of five percent (5%), not to exceed the top of the new scale. **(TA 6/27/18)**

Section 12.5 Pay Rate Upon Reinstatement Or Rehire. A person who is recalled from layoff, returns from an unpaid leave of absence, or is rehired following separation from NJP employment, shall be placed on the pay scale in accordance with Section 12.11 (Determination of Experience Level). **(TA 6/27/18)**

Section 12.6 Advancement Within A Pay Scale. Subject to Section 12.7 (Adjustments to the Step Increase Date), employees will receive a step increase based upon completion of one (1) year of continuous employment at the current step in the pay range. The anniversary date for a step increase shall be the first day following completion of one (1) year of employment and annually thereafter except as otherwise provided in this Agreement. Any increase in an employee's rate of pay shall be effective on the first working day immediately following completion of the applicable period of service. **(TA 6/27/18)**

Section 12.7 Adjustments to the Step Increase Date. The date for a step increase for an employee shall be adjusted under the following circumstances:

- A. Upon promotion, the existing step increase date shall be eliminated and the date of such promotion shall be used to calculate the new step increase date;
- B. When an employee returns from layoff and is re-employed in the same classification

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as originally held, the employee will be credited for the amount of time working at NJP from the prior step increase date until the date of layoff in order to give credit for time served-in a pay step prior to such layoff;

- C. When an employee returns from layoff and is re-employed in a classification other than that originally held, the new employment date shall be used as the step increase date;
- D. Step increase dates shall be adjusted on a day-for-day basis for all unprotected unpaid leave days in excess of thirty (30) calendar days. **(TA 6/27/18)**

Section 12.8 Management Reporting of Compensation. Upon request from the Union, no more than once per calendar year, the Employer shall provide the current salary of all executive management team members. **(TA 10/24/18)**

Section 12.9 Pay Period. Pay periods will be every other Friday. If payday falls on a holiday, an employee will be paid on the day before the holiday. **(TA 5/1/18)**

Section 12.10 Determination of Experience Level. In determining the number of years of applicable experience to credit newly hired staff, NJP will utilize the following guidelines:

Attorneys: An attorney who has worked in another legal services program as an attorney is credited on the salary scale for year for year credit for the relevant length of that employment. Other attorney experience will be credited on a case-by-case basis with a minimum of forty percent (40%) credit for year for year experience for all time actively practicing law.

Paralegals: Paralegals who have worked in other legal services program doing similar work for which they are hired at NJP are given credit on the salary scale for the relevant length of that employment. Other experience will be credited on a case-by-case basis.

Legal Assistants: Legal assistants who have worked in other law offices will receive year for year credit on the salary scale for the relevant length of that employment. Other experience may be credited when such experience is determined relevant to a legal services practice and is consistent with the position requirements for which the individual has been hired.

Outreach Worker: Year for year credit for performing similar duties, responsibilities and skills determined relevant to the needs of the organization. Other experience may be credited when such experience is determined relevant and is consistent with the position requirements.

Support Staff: Year for year credit for performing similar duties, responsibilities and skills determined relevant to the needs of the organization. Other experience may be credited when such experience is determined relevant and is consistent with the position requirements.

Screeners: Year for year credit for performing similar duties, responsibilities and skills determined relevant to the needs of the organization. Other experience may be credited when such experience is determined relevant and is consistent with the position requirements.
(TA 11/28/18)

Section 12.11 Outside Practice of Law. Attorneys shall refrain from any compensated or uncompensated outside practice of law except as allowed under the Legal Services Corporation Act and authorized by the Executive Director or designee. **(TA 4/12/18)**

Section 12.12 Reporting of Accrued Benefits. NJP shall provide a report on each employee's payroll stub of the employee's total sick and vacation leave accrued and available at the time each payroll. **(TA 5/1/18)**

Section 12.13 Expense Allowance. NJP will reimburse an employee who incurs an expense for travel, parking, lodging and other necessary travel expenses while conducting NJP business as outlined in NJP's Administrative Manual. **(TA 6/5/18)**

Section 12.14 Bar Dues. The Employer will pay the annual bar licensing fees for Washington State for each employee subject to this Agreement who is employed as an attorney. **(TA 5/1/18)**

Section 12.15 Honoraria/Gifts. Employees and members of the employee's immediate family are prohibited from accepting gifts of more than de-minimis value, money, or gratuities from:

1. Persons receiving benefits or services from NJP;
2. Any person or entity performing services under contract with NJP; and
3. Persons who are otherwise in a position to benefit from the actions of any employee of NJP.

This does not preclude NJP employees from participating in vendor-sponsored events, gatherings and lunches. Token promotional items or gifts with a minimal value of \$50 or less (hats, T-shirts, coffee cards, pens, cookies, etc.) are not considered to be gifts for the purpose of this policy.

In the event that a client or other interested person desires to make a donation to NJP, the donation should be forwarded to the Accounting Department. The Accounting Department will provide acknowledgment of the donation as required by the IRS.

If acting in an official capacity, honoraria received by an employee in connection with activities relating to employment are to be paid to or signed over to Northwest Justice Project. **(TA 6/27/18)**

Section 12.16 Training Opportunities. NJP encourages all bargaining unit employees to consider training and education opportunities that enhance job performance, skill level and job expansion or career development. Attorneys shall continue to receive Continuing Legal Education (CLE) training in accordance with NJP policy, and non-attorney employees shall be eligible for relevant training consistent with their position. All requests for professional development that involves cost, travel, or time away from normal duties shall be submitted for approval to the appropriate Employer representative. Approval will not be unreasonably denied and will be based on demonstrated need and other considerations including overall cost, other competing requests to attend trainings and/or conferences and direct relevance to assigned work responsibilities. All approved training will be considered work time. **(TA 7/31/18)**

Section 12.17 Law School Loans. Attorneys who are regular employees are eligible to participate in NJP's Law School Loan Repayment Assistance Program. Upon receipt of satisfactory evidence concerning the existence and amount of loan obligations undertaken to pay for law school, NJP will pay up to \$650 plus applicable social security payroll taxes, per calendar quarter toward the law school loan debt until the attorney reaches experience level 25 on the NJP salary scale. For tax purposes, this reimbursement is additional employee compensation. The right to participation ends on the date the attorney reaches experience level 25 on the NJP salary scale or when the attorney has paid off all outstanding law loans. **(TA 11/28/18)**

ARTICLE 13

SENIORITY, REDUCTION-IN-FORCE, LAYOFF

Section 13.1 Seniority List. Seniority shall be defined as the length of time an employee has been employed by the Employer, except as provided in Section 6.7 – Break in Service. Seniority shall apply to the computation and determination of eligibility for benefits where, pursuant to this Agreement, length of service is a factor to be considered. Where skill, ability and experience are substantially equal in the opinion of the Employer, seniority shall be the determining factor in the layoff of individuals within a job classification in the bargaining unit, transfers, work schedules, relief time off usage, work locations and promotions. **(TA 11/28/18)**

Section 13.1(a). Within four (4) months of contract ratification, the Labor/Management Committee will work with three (3) employee representatives from the Diversity, Equity and Inclusion Committee to develop a layoff procedure based on a system of seniority that will not have a disparate impact on non-majority (including but not limited to protected racial and/or ethnic categories) employees. Any new layoff procedure will be subject to ratification by the bargaining unit in order to be applied and implemented. If the bargaining unit rejects a new layoff procedure developed by the Committee, the Committee will continue its work to develop a revised procedure for bargaining unit ratification.

In order to collect and maintain data necessary to measure disparate impact, NJP will ask all current bargaining unit members to self-identify with respect to protected class status. All newly hired employees will be asked to provide this information at the time of hire. Providing this information is optional. Anyone choosing not to provide the information will be put into the majority category. **(TA 11/28/18)**

Section 13.2 Reduction in Force. The Employer shall have the right to determine when layoffs are necessary and in which classification they must occur. The Employer will notify the Union if they determine a need to lay off employees. Only in exceptional circumstances shall the notice of layoff be less than sixty (60) calendar days. The Union and the Employer will consult and, if requested, negotiate the impact on the bargaining unit of the reduction prior to its implementation. **(TA 4/30/18)**

Section 13.3 Order of Layoff. Subject to Section 13.1 Seniority List and Section 13.4 Special Qualifications, employees shall be laid off in order of their length of service, the one with the least amount of service being laid off first. **(TA 4/13/18)**

Section 13.4 Special Qualification. The Employer may layoff out of the order set forth within Section 13.3 due to:

- 1) The needs of the program, or
- 2) The need to retain an employee with a special qualification, training, skill or experience; provided:
 - a) That the special qualification, training, or skill could not be easily obtained through a short orientation or familiarization period; and
 - b) That a more senior employee who possesses the special qualification, training, or skill is not denied a bump to a position occupied by a less senior employee

The Employer will provide the Union with specific information to justify their decision to layoff out of order. **(TA 4/12/18)**

Section 13.5 Transfer of Employees Between Positions. The Employer will fairly consider the seniority and expressed interests of regular bargaining unit member applicants. Regular bargaining unit members who wish to be considered for a vacancy must apply in accordance with NJP policy. Any regular bargaining unit member who applies and meets the minimum qualifications for a vacant position will be interviewed. Vacant positions shall first be communicated internally as provided in Section 5.7 Job Announcements. Employees being interviewed for a position will be granted work time for travel time and attendance at the interview. If the only finalists for the vacant position are internal candidates, the selection will be made in accordance with Section 13.1 Seniority List. **(TA 5/1/18)**

Section 13.6 Recall.

- A. A bargaining unit employee laid off pursuant to Article 13 of this Agreement shall have recall rights for eighteen (18) months from the date of lay-off, subject to the provisions of this section. If a laid off bargaining unit employee declines recall to a comparable position when laid off (i.e. job classification, FTE, location and wage rate) the employee will be removed from the recall list. **(TA 6/5/18)**
- B. If a position becomes available in the same classification in which an employee who was laid off had been employed, that former employee shall be offered reinstatement to the available position, provided that he or she is qualified for the position. In determining whether the employee is qualified, the Employer may consider the needs of the program and whether the employee is able to adequately perform the functions of the position that is available with a reasonable period of orientation. **(TA 5/1/18)**
- C. Before filling a bargaining unit position, the Employer shall provide notice by regular mail and email to any former employees in the same classification who were laid off and remain on the recall list. A laid off employee shall have seven (7) calendar days from the date of the offer to accept a recall offer and up to fifteen (15) working days from the date of accepting the offer to return to work. A laid off employee wishing to exercise recall rights shall keep the Employer informed in writing of a change in address, email or

telephone number. Laid off employees shall not accrue benefits of any kind during the period they were laid off, but an employee who was recalled pursuant to this section shall retain seniority as provided for in Articles 6.7 Break in Service, 12.7 Adjustments to the Anniversary Date and 13.1 Seniority List of this Agreement. **(TA 6/5/18)**

Section 13.7 Layoff Severance. Laid-off regular bargaining unit employees shall receive two (2) weeks of severance pay for each year of service with NJP up to a maximum of eight (8) weeks, in addition to any other separation related pay. Employees of less than one (1) year will receive two (2) weeks' pay if laid off. **(TA 9/10/18)**

ARTICLE 14

DISCIPLINE AND TERMINATION

Section 14.1 Progressive Discipline/Just Cause for Discipline. The Employer shall not discipline or discharge any employee without just cause. No employee shall be disciplined or discharged while on paid sick leave, vacation or an approved leave of absence except for misconduct. An employee shall receive written notice from the Employer stating the cause of a discipline, and a uniform system of documented verbal and written warning notices shall be used for all disciplines. **(TA 4/30/18)**

Section 14.2 Written Disciplinary Notices. An employee shall be given the opportunity to read and sign a written disciplinary notice and to attach a written response to be placed in the employee's personnel file. Copies of these notices will be provided to the employee at the time that they are placed in the employee's personnel file. The employee's signature thereon will not be construed as admission of guilt or concurrence with the discipline, but rather that they have received a copy of the disciplinary notice. If an employee is not afforded the rights provided in this Section, such written disciplinary notice shall be removed from the file. **(TA 5/1/18)**

Section 14.3 Maintenance of Disciplinary Records. Records of disciplinary actions will be considered a part of the employee's personnel file.

Disciplinary notices for conduct that could result in a valid malpractice claim, serious violations of NJP policies related to theft, intentional dishonesty, harassment, discrimination and actual or threatened violence, and serious or intentional violations of the Legal Services Corporation Act or Regulations will be applicable for forty-eight (48) months from the date such notice is issued. If another disciplinary notice is issued for a similar reason within forty-eight (48) months, all disciplinary notices issued for similar reasons will be applicable for forty-eight (48) months following the most recent notice.

All other disciplinary notices will be applicable for twelve (12) months from the date such notice is issued. If another disciplinary notice is issued for a similar reason within the twelve (12) months, all disciplinary notices issued for similar reasons will be applicable for twelve (12) months following the most recent notice. **(TA 10/24/18)**

Section 14.4 Employee Representation Rights. Bargaining unit members will have the right at any time to request and to have a representative present during any meeting, conference or discussion that the bargaining unit member reasonably feels may lead to discipline. Bargaining

unit members may also request that a Shop Steward be present during any disciplinary investigation in which the bargaining unit member is being questioned relative to the alleged misconduct of the bargaining unit member. If necessary, such meetings shall be suspended for a reasonable time. **(TA 5/1/18)**

ARTICLE 15

GRIEVANCE PROCEDURE

Section 15.1 Grievance Defined. A grievance shall be defined as a dispute or disagreement raised by an employee or the Union against the Employer, or by the Employer against the Union, involving the interpretation or application of the specific provisions of the Agreement, including any disciplinary action. A grievance shall be processed as set forth below, provided that any of the time limits may be waived by mutual agreement of the parties. **(TA 4/30/18)**

Section 15.2 Representation. Nothing herein shall prevent an employee from seeking assistance from the Union or the Union from furnishing such assistance at any stage of the grievance procedure. **(TA 3/19/18)**

Section 15.3 Grievance Procedure.

Step 1. An employee and/or Union representative who has a grievance shall submit it to the Senior Attorney or designee within fourteen (14) calendar days from the occurrence on which the alleged grievance is based, or within fourteen (14) calendar days of the date when the employee knew of or should have known of the occurrence. If the employee is provided clear written notice of an adverse action that will be effective at a later date, the time for filing a grievance shall commence from the date the employee receives such notice. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the article allegedly violated, and the relief requested. A grievance meeting shall be held within fourteen (14) calendar days of the Senior Attorney's receipt of the grievance, and the Senior Attorney or designee will submit a written grievance response within fourteen (14) calendar days of the meeting.

Step 2. If the grievance was not settled at Step 1 it may be advanced by the Union to the Director of Human Resources or designee within fourteen (14) calendar days of receipt of the Step 1 answer. A grievance meeting shall be held within fourteen (14) calendar days of receipt of the grievance, and a written grievance response will be given within fourteen (14) calendar days of the meeting.

Step 3. If the Union is dissatisfied with the Director of Human Resources' resolution of the grievance, the Union may file a written grievance with the Executive Director or designee within fourteen (14) calendar days of receipt of the Step 2 answer. A grievance meeting shall be held within fourteen (14) calendar days of receipt of the grievance and a written grievance response will be given within fourteen (14) calendar days of the meeting.

A grievance by the Employer will be initiated at Step 3, with the Director of Human Resources or Executive Director submitting the grievance in writing to the Union's

Business Manager, within fourteen (14) calendar days from the occurrence on which the alleged grievance is based. The Employer's written grievance shall set forth the nature of the grievance, the facts on which it is based, the article allegedly violated, and the relief requested.

A grievance meeting shall be held within fourteen (14) calendar days of receipt of the grievance, and a written grievance response will be given within fourteen (14) calendar days of the meeting.

Step 4. Mediation. If no resolution of the grievance occurs at Step 3, either party may request a mediator from the Federal Mediation and Conciliation Service (FMCS) or other mutually agreed upon mediator to help facilitate resolution to the grievance.

Step 5. Arbitration Procedure. If the grievance is not settled in accordance with the foregoing procedure, the Union or Employer may refer the grievance to arbitration within thirty (30) calendar days after mediation has failed to resolve the grievance. The Employer and the Union shall attempt to select a sole arbitrator by mutual agreement. In the event the parties are unable to agree upon an arbitrator, either party may request the Federal Mediation & Conciliation Service (FMCS) to submit a panel of nine (9) local arbitrators. The Employer and Union shall alternately strike names of arbitrators until one arbitrator's name is left, who shall be arbitrator. The order of striking names shall be determined by the flip of a coin. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union requesting that he/she set a time and a place subject to the availability of the Employer and Union representatives. The arbitrator shall have no right to amend, modify, ignore, add to, or subtract from the provisions of this agreement. He/she shall consider and decide only the specific issue submitted to him/her in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not submitted to him/her. The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding. The expenses and fees of the arbitrator and the cost, if any, for the hearing room will be shared equally by the Employer and the Union. Each party shall be responsible for compensating its own representatives, attorneys and all other costs related to the development and presentation of their case. **(TA 6/5/18)**

ARTICLE 16

INSURANCE AND OTHER BENEFITS

Section 16.1 Health Coverage. Employees working at least twenty-one (21) hours per week will be eligible to join the medical and dental plans offered by NJP. Pursuant to the insurance providers that NJP contracts with, such benefits commence on the first day of the month following thirty (30) days of employment. **(TA 11/28/18)**

A. Medical Coverage. NJP will maintain current medical benefits and pay 100% of the KP

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\$2,700 Deductible Plan (or equivalent) for Employee. NJP will contribute the same amount of premium dollars toward Employee coverage in any higher premium cost medical plan available.

NJP will pay 80% of dependent premium costs for the first dependent or dependents (spouse/domestic partner or children if no spouse/domestic partner is covered) and 60% of dependent premium costs for additional dependents (children if spouse/domestic partner is covered) enrolled in the KP \$2,700 Deductible Plan (or equivalent). NJP will contribute the same amount of premium dollars toward dependent coverage in any other medical plan available, but no more than the full cost of the dependent coverage if on a lower premium plan.

During the annual open enrollment period, employees will have the option to select an HMO Plan and receive one hundred twenty-five dollars (\$125) per month in 2019, one hundred dollars (\$100) per month in 2020, seventy-five dollars (\$75) per month in 2021, and no additional payment in 2022.

NJP will make \$250 per month waiver payments to employees with documented eligible medical coverage outside of NJP and have waived NJP insurance coverage.

(TA 11/29/18 – pending review and reconciliation with rate sheet)

- B. Dental Coverage.** Maintenance of benefits and NJP will pay 100% of the Delta Dental Plan for Employee and NJP will pay 80% of dependent premium costs for the first dependent or dependents (spouse/domestic partner or children if no spouse/domestic partner is covered) and 60% of dependent premium costs for additional dependents (children if spouse/domestic partner is covered). **(TA 11/28/18)**
- C. Negotiated Impact.** The Employer agrees to notify the Union as soon as practicable if they become aware of any possible change in insurance carrier or premium cost and to negotiate the impact of such changes. **(TA 9/10/18)**
- D. Vision Coverage.** Maintenance of benefits and NJP will pay 100% of the VSP coverage for Employee and NJP will pay (80%) of dependent premium costs for the first dependent or dependents (spouse/domestic partner or children if no spouse/domestic partner is covered) and 60% of dependent premium costs for additional dependents (children if spouse/domestic partner is covered). **(TA 11/28/18)**
- E. Health Reimbursement Account.** Maintain benefits of \$1,250 per Employee and \$2,500 per Family. **(TA 11/28/18)**

Section 16.2 Flexible Benefits/Cafeteria Plan Options. Maintain benefits. **(TA 11/28/18)**

Section 16.3 Retirement Plan. Add \$250 per year (pro-rated for part-time employees) to the existing NJP retirement contribution amounts effective 2019 and add an additional \$250 effective 2020 and add an additional \$250 effective 2021. **(TA 11/28/18)**

Section 16.4 Retirement Recognition Policy. A retiring NJP employee who has a minimum of 10 years of NJP service or a minimum 20 years of combined NJP and other qualified

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Washington State low-income legal services experience and is 59 and ½ years of age or older at the date of separation from NJP, will be eligible to receive the following retirement recognition compensation at separation from NJP:

- One week of retirement recognition pay for every five years of qualified Washington State low-income legal services experience up to a maximum of 6 weeks separation pay.
- The value of one month of the base plan Medical and Dental COBRA for every two years of qualified Washington State low-income legal services experience up to a maximum of 12 months. **(TA 8/16/18)**

Section 16.5 Long-Term Disability Insurance. Maintain current benefits. **(TA 11/28/18)**

Section 16.6 Life Insurance. NJP to continue providing \$100,000 death benefit. **(TA 11/28/18)**

Section 16.7 Workers Compensation. NJP will provide coverage for each employee under the Washington Workers Compensation Act, which provides benefits for employees who are injured on the job in the line of duty. **(TA 5/1/18)**

Section 16.8 Subrogation and Reimbursement For Disability or Workers Compensation Payments. An employee who is receiving disability or workers compensation lost wage payments may not use accrued sick or vacation leave during the same period except to the extent that the total payments do not exceed the employee's normal compensation for that period. In the event that an employee becomes eligible for retroactive disability or workers compensation lost wage payment for a period during which he or she received sick or vacation pay, the Employer may seek reimbursement of such payments to the extent that they would result in total payments in excess of the employee's regular compensation. In the event of such reimbursement, the vacation or sick leave that is the subject of reimbursement will be restored to the employee. **(TA 5/1/18)**

ARTICLE 17

SAVING CLAUSE

If any article or section of this contract shall be held invalid by operation of law or by any tribunal of competent jurisdiction, provided that the invalidation of such article or section does not have a significant bearing on any other article or section of the Agreement, the balance of this contract shall continue in full force and effect. Either party shall have the right to re-open the article or section found to be invalid for the purpose of negotiating an adequate replacement. **(TA 3/1/18)**

ARTICLE 18

SUPREMACY AND EXTRA AGREEMENTS

The Employer agrees not to enter into any agreement or contract with bargaining unit employees, individually or collectively, which is inconsistent with the terms of this Agreement and not approved by the Union. **(TA 3/1/18)**

ARTICLE 19

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. **(TA 3/1/18)**

ARTICLE 20

PERSONNEL POLICIES

All employees of this bargaining unit, in addition to being governed by this Agreement, shall also be subject to the personnel policies, rules and regulations published by the Employer having general applicability to all employees of the Employer, including any subsequent personnel policies, rules and regulations that may be promulgated in the future, so long as they do not conflict with this Agreement. In case of any conflict, this Agreement shall be the controlling policy for the employees covered by this Agreement. The Union shall be given a copy of these personnel policies upon request. Any newly created policies or proposed modifications to existing policies will be provided to the Union when distributed to employees prior to implementation. Any such policies or modifications that impact bargaining unit members' wages, hours or working conditions shall be provided to the Union at least thirty (30) calendar days prior to implementation and shall be subject to negotiations if appropriate. No new policies, rules and regulations or modifications to existing policies shall be implemented before all bargaining rights have been exhausted. **(TA 6/5/18)**

ARTICLE 21

HEALTH AND SAFETY

Section 21.1 Health and Safety. The Employer is responsible for providing employees with all necessary training on workplace health and safety. The Employer shall provide staff with an environment that meets the health and safety standards established by local, state, and federal law and regulations. The employee is responsible for reporting unsafe work environments on the day the unsafe condition is identified. Reporting will be submitted in writing to the Senior Attorney. If an unsafe condition is urgent, the employee may leave a message on the Senior Attorney's office voicemail, send a text message or email. The employee is responsible for complying with all Employer safety standards, policies and procedures. The Employer and Employee further agree to comply with all applicable health and safety laws and regulations. **(TA 4/12/18)**

Section 21.2 Statewide Safety Committee. The statewide Safety Committee will fulfill the responsibilities of workplace safety committees as determined by applicable laws and regulations. The Safety Committee will promote agency wide efforts to support the health and safety of clients and employees through review, improvement and development of safety

policies and procedures. The Safety Committee will meet at least quarterly. Participation by committee members in the meetings will be considered time worked.

A Safety Committee shall consist of an equal number of Employer selected and Union selected employee representatives, not to exceed seven (7) representatives each. **(TA 5/1/18)**

ARTICLE 22

PRESENT CONDITIONS

No current bargaining unit employee shall be subject to a reduction in hourly wage rates or leave accruals or be subject to a schedule change because of this Agreement. **(TA 8/16/18)**

ARTICLE 23

PROBATIONARY PERIOD

Section 23.1 Purpose. A probationary period is a working test period and shall be utilized as an opportunity for the Employer to observe an employee's work, to train and aid the employee in adjustment to a new position, and to dismiss any employee whose work performance fails to meet expectations. Throughout the probationary period, the Employer shall provide a probationary employee with the essential tools, training, and guidance to allow the employee to succeed. **(TA 3/19/18)**

Section 23.2 Duration. The employment of all new employees hired into a regular bargaining unit position shall be conditioned on the completion of a probationary period that starts on the effective date of the hire. The probationary period shall be twelve (12) months for all attorney positions, and six (6) months for all other bargaining unit positions. The Employer shall provide performance feedback to new employees no later than midway through the probationary period. **(TA 6/5/18)**

Section 23.3 Termination. At anytime before completion of the probationary period, the Employer may terminate an employee whose performance does not meet expectations. The Employer shall provide ten (10) working days' notice to the employee prior to such termination or pay the dismissed employee ten (10) days' pay. **(TA 3/19/18)**

Section 23.4 Application of Agreement. Probationary employees are not covered by any of the terms of Article 13 Seniority, or Article 14 Discipline and Termination of this Agreement. **(TA 7/31/18)**

ARTICLE 24

NO STRIKES AND NO LOCKOUTS

Section 24.1. The Union and the Employer subscribe to the principle that differences shall be resolved by peaceful appropriate means without the interruption of the work of the program. The Union therefore agrees that there shall be no strikes, including sympathy strikes, during the term

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of this Agreement. The Employer agrees there shall be no form of lockout during the term of this Agreement. **(TA 3/19/18)**

Section 24.2. If terms of the contract are not agreed upon by both the Union and the Employer, after good faith bargaining, the Union or Employer may refer the disputed provisions to mediation with the Federal Mediation & Conciliation Service (FMCS). **(TA 10/24/18)**

ARTICLE 25

DURATION

This Agreement shall be effective on _____, 2018. This Agreement shall continue in full force and effect through and including November 30, 2021; and shall continue in full force and effect from calendar year to calendar year thereafter unless notice of desire to amend this Agreement is served by either party upon the other at least ninety (90) days prior to the date of expiration. **(TA 11/29/18)**

APPENDIX A

- Effective 1/1/19: All bargaining unit employees shall receive a six dollar and thirty-five cent (\$6.35) per hour wage increase, and the wage scale will be increased by six dollars and thirty-five cents (\$6.35) per hour. **(TA 11/29/18)**
- Effective 1/1/20: All bargaining unit employees shall receive one hundred percent (100%) of the rise in the Seattle-Tacoma-Bellevue average for Urban Wage Earners and Clerical Workers ("CPI"), measured from September 2018 to September 2019 with a minimum two percent (2%) increase and a maximum wage increase of three and one-half percent (3.5%), and the wage scale will be increased by this amount. **(TA 11/29/18)**
- Effective 1/1/21: All bargaining unit employees shall receive one hundred percent (100%) of the rise in the Seattle-Tacoma-Bellevue average for Urban Wage Earners and Clerical Workers ("CPI"), measured from September 2019 to September 2020 with a minimum two percent (2%) increase and a maximum wage increase of three and one-half percent (3.5%), and the wage scale will be increased by this amount. **(TA 11/29/18)**