



Office and Professional Employees International Union
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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

NORTHWEST IMMIGRANT RIGHTS PROJECT

AND

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

FOR THE PERIOD OF

JANUARY 1, 2021 THROUGH DECEMBER 31, 2023

COLLECTIVE BARGAINING AGREEMENT
OPEIU LOCAL 8 – NWIRP

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COLLECTIVE BARGAINING AGREEMENT
NORTHWEST IMMIGRANT RIGHTS PROJECT

PREAMBLE

The following collective bargaining agreement (Agreement), dated January 1, 2021, exists between Northwest Immigrant Rights Project (“NWIRP” or “Employer”), a Washington non-profit corporation with its principal place of business at 615 Second Avenue, Suite 400, Seattle, Washington, 98104 and the Office and Professional Employees International Union Local 8 (“Union” or “Employees”), with its principal office at 2900 Eastlake Avenue E, Suite 220, Seattle, Washington, 98102.

ARTICLE 1

WARRANTY OF AUTHORITY

Section 1.1 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, suspend, transfer, promote, discharge, and to maintain discipline and efficiency of its employees and the right to relieve the employees from duty because of lack of work; the right to determine the nature and extent to which the program shall be operated, and to change the methods or procedures, or to use new equipment; the right to establish work schedules, of service, to introduce new or improved services or methods.

ARTICLE 2

UNION RECOGNITION

Section 2.1 Bargaining Unit. 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. Excluded from the bargaining unit are the executive director, deputy director, legal director, administrative director, associate director, development director, finance director, human resources (HR) director, all directing attorneys, and interns, externs and fellows (paid or unpaid), work-study students, volunteers, temporary employees, and any other supervisors as defined in the NLRA.

Section 2.2 No Strikes and No Lockouts. 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, work stoppages, slow-downs or concerted refusal to perform work during the term of this agreement and beyond, if a new contract cannot be settled by the expiration date of the current agreement. The Employer agrees there shall be no form of lockout during the term of this agreement and beyond, if a new contract cannot be settled by the expiration date of the current agreement.

If terms of the contract are not agreed upon by both the Union and the Employer, the Union or Employer may refer the disputed provisions to arbitration. The Union and the Employer will share equally the costs of arbitration. 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 (F.M.C.S.) to submit a panel of nine (9) arbitrators who are experienced local labor 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 their selection by a joint letter from the Employer and the Union requesting that the arbitrator 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 undisputed provisions of this agreement. They shall consider and decide only the specific provision/s in dispute. The arbitrator shall submit their 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 of the arbitrator shall be final and binding. Each party shall be responsible for compensating its own representatives.

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.

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.

Section 3.3 Religious exception. If an employee for bona fide religious tenets, as per R.C.W. 41.56.122(1), does not desire to be a member of the Union, one of the following shall apply:

- A. Pay each month a service charge equivalent to regular union dues to the Union.
- B. Pay each month an amount of money equivalent to regular current union dues to the Union, who shall then transmit that amount to a non-religious charity that is agreeable to the Union and the Employer.

Section 3.4 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 local, and transfer that amount to the Union. The Employee shall submit such written authorization to payroll and the Employer, upon receipt, shall issue a signed receipt of such authorization to the employee. The Union shall indemnify the Employer and save the 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.

Section 3.5 Employee Roster. The Employer shall submit to the Union a monthly roster of all employees covered by this Agreement including their job classification, worksite, rate of pay, hours worked, FTE status, starting date, and date of birth. The Employer will also submit to the Union the home address, personal email, and personal phone number of all newly hired employees into the bargaining unit and any bargaining unit employees who have been terminated or are on a leave of absence.

Section 3.6 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. Hardship applications are available on the OPEIU Local 8 website.

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 the bargaining unit employees' names and amounts deducted no later than the 15th day following the last payday of each month. The process for submission and revocation of authorization forms will be worked out by mutual agreement between the Employer and the Union. 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.

Section 3.7 Political Action Check-off. 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 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 15th day following the last payday of each month. The process for submission and revocation of authorization forms will be worked out by mutual agreement between the Employer and the Union. 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.

ARTICLE 4

LABOR-MANAGEMENT COMMITTEE

Section 4.1(a). The Employer and the Union have established a Labor-Management Committee which will meet at least quarterly during the term of this Agreement to discuss matters of mutual concern. The Committee may also meet at times other than its regular quarterly meetings at the request of either party. The Committee shall consist of up to five representatives from the Employer and six representatives from the Union. Union representation will consist of one representative from each NWIRP office with the remaining two positions proportionally allotted. The parties shall agree to an agenda in advance of regular meetings of the Committee and the party calling for an extraordinary meeting shall forward a copy of the agenda in advance of the meeting.

Section 4.1(b) Bargaining Team Committee. The Bargaining Team Committee will consist of six representatives from the bargaining unit. Union representation will consist of one representative from each NWIRP office with the remaining two positions proportionally allotted.

Section 4.2. The Labor-Management Committee shall work to bargain any proposed changes to the Employee/Volunteer Handbook, that are subject to mandatory bargaining.

ARTICLE 5

EMPLOYEE RIGHTS, RESPONSIBILITIES AND UNION RIGHTS

Section 5.1 Anti-discrimination/Sexual Harassment Policy. Northwest Immigrant Rights Project (NWIRP) is committed to anti-discrimination and anti-sexual harassment policies as described in its Employee/Volunteer Handbook. The Employer and Union agree to comply with all applicable local, state, and federal laws prohibiting discrimination.

Section 5.2 Union Activities. The Employer agrees that:

- A. During working hours, on the Employer's premises, duly elected NWIRP employee representatives of the Union shall be allowed without loss of pay, to:
 - 1. Attend negotiation meetings with the Employer (up to 6 members of the bargaining unit).
 - 2. Attend grievance hearings with advance notification and approval by the Executive Director or their designee. The employee or union representative or designee's attendance is required as a part of the grievance procedure as set forth in Article 16, Steps 1, 2, 3, and 4. This shall be limited to meetings with the Employer.
 - 3. Participate in periodic Employer and Union meetings. The Employer and Union recognize it is in their mutual interest that issues which arise concerning administration of this labor agreement should be resolved as expeditiously as possible and that the union representative will occasionally meet with representatives of management and/or the bargaining unit for the purpose of resolving those issues. Both the Employer and Union will use reasonable judgment in determining how often to meet.
- B. The Distribution of Union literature shall be restricted to the employees' lounge.
- C. It is the intent of both parties that the investigation of grievance matters by the shop steward(s) be during non-working hours, unless otherwise approved by the supervisor. Time off without pay for investigating a formal grievance will be allowed, subject to the approval of the Employer for released time. This shall not be construed to allow time off to investigate employee complaints.
- D. The Union agrees to provide the Employer with an updated list of duly elected Union Stewards and representatives of the Union.
- E. Upon the written request of the Union, the Employer agrees to provide a list of employees filling positions (including promotions and reclassifications) within the

applicable bargaining units for which such information is requested, within seven (7) working days of receipt of the written request.

Section 5.3 Union Use of Bulletin Boards. The Employer agrees to allow the Union/Staff Representatives to use designated departmental bulletin boards and/or email, the main purpose of which shall be to post union information. The Union agrees to limit posting of such notices to its bulletin board space. It is specifically understood that no notices of a discriminatory or political nature, nor notices that would be offensive to a reasonable person, shall be posted. Each posting shall be initialed and dated by the union official responsible for the posting.

Section 5.4 Union Access. The Employer agrees that official representatives of the Union shall have reasonable access to the public premises, employee mail boxes, and designated non-public areas of the Employer during working hours for the purpose of investigating and discussing grievances, provided the Union representative does not interfere with the work of the employees. Such business will normally be confined to the employee's lounge or conference room, unless otherwise concurred with by the Employer.

Section 5.5 Use of Equipment. When requested by the Employer the Union will reimburse NWIRP for their use of NWIRP's equipment, supplies, materials or other resources for union business.

Section 5.6 Union Leave. A leave of absence without pay may 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 provided that the Employer is able to properly staff the employee's job duties during the employee's time off. The employee shall accumulate and increase their seniority. The employee must give at least two (2) months' notice.

ARTICLE 6

STATUS OF EMPLOYEES

Section 6.1 Exempt Employee. An exempt employee is an employee who meets the Fair Labor Standards 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.

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 Washington Minimum Wage Act. Non-exempt employees will receive extra pay for overtime work as legally required.

Section 6.3 Full-time Employee. A full-time employee is an employee who works a minimum of thirty-five (35) hours per week throughout the calendar year on a regular schedule. A regular full-time employee employed for thirty (30) days or more shall be entitled to benefits described in this agreement.

Section 6.4 Regular Part-time Employee. A regular part-time employee is any employee who works a regular schedule of less than thirty-five (35) hours per week. A part-time employee who is regularly employed for twenty (20) 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 employees who regularly work less than twenty (20) hours a week will be accorded seniority on a pro-rata basis.

Section 6.5 Interns, Externs and Fellows (paid or unpaid), Work-Study Students, and Volunteers. Interns, Externs and Fellows (paid or unpaid), work-study students and volunteers are not covered by this agreement.

Section 6.6 Orientation Employee. An orientation employee is an employee who has not yet completed the orientation period described in Article 14 of this Agreement. An orientation employee will receive the same benefits contained in this agreement as a regular employee except they shall not have access to the Grievance Procedure as outlined in Article 16 and the Executive Director or their designee may discharge an orientation employee at any time for any reason.

Section 6.7 Temporary Employee. A temporary employee is an employee retained for a limited duration of time of no more than twelve (12) months or on an isolated, sporadic, or intermittent basis, or other emergent business needs. A temporary employee hired for a length of a specific temporary program grant shall maintain temporary status for the duration of the funding, at which time such employee is laid off. A temporary employee is not covered by this agreement. A person who has worked in a temporary position for NWIRP for the full twelve (12) month period described above shall not continue as a temporary employee without the prior written agreement of the Union.

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 sixty (60)-minute or thirty (30)-minute meal period. Non-exempt employees must notify their direct supervisor whether they elect to have a thirty (30)-minute meal period rather than a sixty (60)-minute meal period.

- A. Occasional Deviations.** An occasional deviation in schedule is a change that does not result in an absence of more than 3.5 hours during standard office hours and occurs infrequently (no more than once per pay period). Exempt employees are not required to seek prior approval for occasional deviations, but must notify their supervisor in advance as to any changes to their schedule with the goal of making the supervisor aware of the deviation prior to the deviation and by the means most likely to reach the supervisor. Non-exempt employees must seek prior approval from the supervisor for deviations from their schedule.
- B. Telecommuting.** Employees may request to telecommute (no more than one request per pay period; however, a single request may include multiple days) if the

request is made to their supervisor no later than 10 am the business day before, or as soon as reasonably possible, the day of proposed telecommuting. Requests will be considered if the supervisor determines that telecommuting will not have a negative impact on the Unit/ Office and the ability of the employee to provide services to clients. Requests will not be unreasonably denied.

- C. One-Time Changes in Schedule.** A one-time change in the schedule is a change that does result in an absence of more than 3.5 hours during standard office hours or that recurs. All employees must seek prior approval from the supervisor for one-time changes in schedule.
- D. Ongoing Alternative Work Arrangements.** An employee may request to work an alternative schedule (e.g. four-(4) day workweek, split shift, flextime, etc.) or at an alternative workplace (e.g. working from home) by submitting a written request to their supervisor specifying the proposed alternative work arrangement. The supervisor will provide a written recommendation to approve or reject the request to the Executive Director or their designee who will make the final decision. These requests will be approved only when the Executive Director or their designee reasonably determines that the alternative work arrangement will not have a negative impact on the operation of the organization 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 ongoing alternative workplace will not be approved in most circumstances. A final decision will be provided to the employee in writing, within fifteen (15) working days.
- E. Review of Unreasonable Denial.** If an employee believes that a request for an occasional deviation, telecommuting, ongoing alternative work arrangement, or one-time change in schedule has been unreasonably denied by the supervisor, they may seek review with the Executive Director or their designee. The employee may request that a Union Steward attend their review.
- F. Full-Day and Partial-Day Absences of Exempt Employees.** When an exempt employee is absent from work for a full day, they must deduct a full workday (7 hours) from the relevant leave bank (vacation/health-related), even if they have worked additional hours on other days that week. If an exempt employee is absent from work for part of the day, but they have already accounted for 35 hours or more during that particular week, there is no need to make a deduction from the leave bank. If an exempt employee is absent from work for a half-day (3.5 hours) or less, and that's the only partial day absence during the pay-period, there will be no need to deduct from the leave bank. However, partial day absences of 3.5 hours or less without a deduction will only be allowed occasionally and not every pay period.

Section 7.2 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 authorized in advance and in writing, as noted here and in Section 7.3, B below.

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. Any time

worked in excess of forty (40) hours, up to five (5) hours during one week, must be authorized in advance and in writing by the employee's directing attorney or managing director. Any time above five (5) hours of overtime, must be approved by the Executive Director or their designee in advance and in writing.

Section 7.3 Compensatory Time Off.

- A. Exempt Staff:** Exempt staff are not eligible for overtime. However, in recognition of the fact that exempt employees may occasionally be called upon to work evenings and weekends, the following compensatory time off policy shall apply:

When an exempt employee, as authorized by their direct supervisor and documented on their timesheet, works more than forty-five (45) hours in one (1) work week, the employee is entitled to take one (1) hour of compensatory time off for each hour worked in excess of forty-five (45) in one (1) work week. Earned compensatory time must be used within twelve (12) pay-periods after the pay-period in which it was earned and must be scheduled in advance with one's direct supervisor. An exempt employee may not accrue more than thirty-five (35) hours of compensatory time per calendar year.

- B. Non-exempt staff:** A normal workweek is thirty-five (35) working hours. When a non-exempt employee, as authorized in advance and in writing by the employee's direct supervisor, works more than thirty-five (35), but fewer than forty (40) hours in one (1) work week, they are entitled to take one (1) hour of compensatory time off for each hour worked, in excess of thirty-five (35) and up to forty (40) hours. Such time must be used within twelve (12) pay-periods after the pay-period in which it was earned. An employee's use of compensatory time must be scheduled in advance with their direct supervisor. If the compensatory time cannot be used within twelve (12) pay-periods following the pay-period in which it was earned, it shall be paid out to the employee at the regular rate of pay. An employee and their direct supervisor may agree in advance that the compensatory time will be paid out in the same pay period as it was earned rather than taken as leave as provided above.

Section 7.4 Workload Intervention.

- A. Exempt Staff:**

- a. HR-initiated Workload Intervention. When an exempt employee works more than a total of 170 hours over two (2) consecutive pay periods, the HR director will notify the staff member's direct supervisor and their directing attorney or managing director to encourage a conversation between the staff member and their supervisor to address the staff member's workload, ensure that the staff member is supported in maintaining a reasonable workload going forward, and assist in scheduling time off. As a default, supervisors will be asked to not assign additional work unless the staff member and the supervisor (with an option to include the HR director) agree that the staff member is able to take on additional work.

- b. Employee-initiated Workload Intervention: Staff are encouraged to initiate a workload review with their supervisor (with an option to include the HR director) at any time prior to an HR intervention as noted above. Requesting a workload review will not result in disciplinary action.

B. Non-exempt Staff:

- a. HR-initiated Workload Intervention. When a non-exempt employee works more than a total of 160 hours over two (2) consecutive pay periods, the HR director will notify the staff member’s direct supervisor and their directing attorney or managing director to encourage a conversation between the staff member and their supervisor to address the staff member’s workload, ensure that the staff member is supported in maintaining a reasonable workload going forward, and assist in scheduling time off. As a default, supervisors will be asked to not assign additional work unless the staff member and the supervisor (with an option to include the HR director) agree that the staff member is able to take on additional work.
- b. Employee-initiated Workload Intervention: Staff are encouraged to initiate a workload review with their supervisor (with an option to include the HR director) at any time prior to an HR intervention as noted above. Requesting a workload review will not result in disciplinary action.

Section 7.5 Overnight Travel. When staff engages in overnight travel for business, any time spent traveling that takes place during the regular working hours of the employee will be counted as work time, even if the travel occurs on a non-working day (i.e. Saturday or Sunday). Paid travel time that occurs outside of the employee’s regular working hours will not exceed four (4) hours in one (1) day.

ARTICLE 8

PAID HOLIDAYS

Section 8.1 Eligibility. All full time and regular employees are eligible for paid status on holidays.

Section 8.2 The following are the paid holidays. A maximum of seven (7) hours pay shall be paid for each holiday. Regular part-time employees shall receive holiday pay on a pro rata basis. For example, an employee who works twenty (20) hours per week shall receive four (4) hours holiday pay.

- New Year’s Day, First day of January
- Martin Luther King’s Birthday, Third Monday of January
- President’s Day, Third Monday of February
- Cesar Chavez Birthday, 31st day of March
- 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

The employees shall be allowed to take five (5) floating holidays in lieu of any five (5) holidays above, provided that the employee receives permission in advance and in writing from their supervisor by completing the Annual Holiday Record Form.

Additional floating holidays will be considered under exceptional circumstances on a case by case basis subject to the Executive Director or their designee's approval.

All floating holidays must be used by January 31 of the following year. Floating holidays cannot be cashed out.

Section 8.3 Weekend Holidays. When any such 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.

Section 8.4 Holidays and Scheduled Days Off. When an employee's regularly scheduled days off work are days other than Saturday and Sunday or the day the holiday is observed, they will get an additional floating holiday. Part-time employees will receive such additional floating holidays on a pro rata basis only. If an employee has an approved Ongoing Alternative Work Arrangement (per Section 7.1C) and the holiday occurs on the employee's scheduled day off, the employee's additional floating holiday will equal the number of hours the employee works on an average work day.

Section 8.5 Holidays Occurring While on Paid Leave Status. Holidays which occur during vacation, health leave or while on other paid leave status shall not be charged against such leave. Holidays occurring during unpaid leave status will not be paid to the employee.

Section 8.6 Last Week of the Year. As long as all court dates, US Citizenship and Immigration Services interview dates, and other work events (e.g., presentations) are covered, staff may elect to use available vacation leave during the week between Christmas and New Year, even if this results in the closure of the office. Requests for vacation leave during this time period will be subject to the requirements of Article 9, Section 9.2.

ARTICLE 9

VACATIONS

Section 9.1 Leave Accrual. Regular full-time and regular part-time employees shall be eligible to accrue vacation leave with reference to the following:

All full-time employees will accumulate paid vacation at the rate of 1.25 days per month (4.04 hours per pay period) in the first year of employment, to be vested after three (3) months of employment (15 days annually); 1.5 days per month (4.85 hours per pay period) during the second, third and fourth years of employment (18 days annually) and 1.75 days per month (5.65 hours per pay period) for each year thereafter (21 days annually). Part-time employees accrue leave on a pro rata basis.

At the time of hire, an employee will begin with a balance of one (1) vacation day (or a pro-rated amount for a part-time employee) that is separate and apart from their regular accrual. The employee may request to use this one (1) vacation day with their Supervisor's approval pursuant to the provisions of this Article, except that this one (1) day may be used within the first three (3) months of employment.

Upon January 1 of each calendar year, all employees will be credited one (1) additional vacation day that is separate and apart from their regular accrual. Part-time employees will receive such vacation days on a pro rata basis.

A full-time employee may carry over a balance of no more than fifteen (15) days of accrued but unused vacation into the next year. A part-time employee accrues and may carry over vacation benefits on a pro-rata basis. An employee desiring to carry over more than fifteen (15) days of accrued but unused vacation may submit a written request to the Executive Director or their designee to carry over additional vacation time. Such requests must be submitted by December 15 and will only be granted in special circumstances and where the additional time would be taken shortly after the new year.

Section 9.2 Scheduling Vacations. An employee must notify their direct supervisor in advance of the requested vacation time and obtain the supervisor's approval for scheduling it. 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. Employees are expected to submit vacation requests as soon as practicable.

Section 9.3 Lump Sum Payment of Vacation Leave. Upon termination from employment, the employee shall be paid a lump sum at their equivalent hourly rate of pay for the number of hours of vacation leave accrued and not taken. If an employee elects to leave NWIRP, they must provide two weeks' notice in order to be eligible to receive payment for accrued vacation days. An employee's last two weeks must be workdays. (i.e. no vacation, floating holiday, or compensatory time can be taken to extend the period for which the employee is eligible for health or insurance benefits). Absences for health-related leave will be allowed.

ARTICLE 10

HEALTH-RELATED LEAVE

Section 10.1 Health-Related Leave. A full-time employee will accumulate paid health-related leave at the rate of one (1) day per month (3.23 hours per pay-period of health leave). A part-time employee accrues health-related leave benefits on a pro-rata basis. If an employee does not use their accrued health-related leave during the calendar year in which it accrues, an employee is entitled to carry it over and use it in any subsequent year. The amount of health-related leave that an employee can accumulate will be capped at 120 days. If an employee has already accumulated more than this amount at the time of the signing of this agreement, they will retain accrued health-related leave, but will not accrue further health-related leave as of the effective date of this agreement unless the accrued amount is below 120 days.

Health-Related Leave may be used for the following situations only:

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

An employee needing to use health-related leave shall provide notice to their direct supervisor as soon as practicable. Upon discharge or resignation from employment, an employee is not entitled to payment for unused accrued health-related leave.

Section 10.2 Health-Related Leave Bank. NWIRP will maintain a bank for donated health-related leave to benefit employees who have to go on leave without pay due to extraordinary or severe illness, injury or other disabling impairment. Donation to and use of the health-related leave bank shall be open to any employee, upon approval from the Executive Director or their designee, and is not limited to employees covered under this Agreement.

Employees may not designate to whom their health-related bank donations should be directed. If during the course of this contract, NWIRP funding requirements prohibit the use and maintenance of a health-related leave bank, this provision shall become void, and all donated health-related leave hours revert to NWIRP.

- A. Donations to Health-Related Leave Bank.** Employees with more than 70 hours (10 days) of accrued health-related-leave are permitted to donate not more than 35 hours (5 days) per calendar year to the health-related leave bank, except that no employee is permitted to donate any number of hours that would cause that employee's accrued health-related leave to fall below 70 hours of accrued health-related leave. Donations to the health-related 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 Health-Related Leave Bank.** No employee may receive more than 65 workdays (pro-rated for part time employees) of health-related leave from the health-related-leave bank in any 12-month period. No employee may receive donated health-related leave for more than 90 consecutive calendar days. Employees may be eligible to receive donated health-related time benefits if:
1. The employee or their child, spouse, life partner, sibling, parent, parent-in-law, grandparent, grandparent-in-law 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.
 2. The employee's absence and need for health-related leave time are documented.
 3. The employee has depleted all paid leave available, except that employees requesting health leave to supplement a part-time schedule may continue to accrue and immediately use their pro-rated health-related leave, vacation and floating holidays while they are working part-time.
 4. The employee has diligently pursued and found to be ineligible for benefits under RCW 51.32 (worker's compensation).

ARTICLE 11

OTHER LEAVES

Section 11.1 Bereavement Leave. All employees are entitled to paid bereavement leave of up to five working days in the event of a death of an immediate family member, to be taken within 15 days following the death. 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, in its

discretion, may grant up to five (5) additional days of bereavement leave in the event of the death of one of the individuals listed above.

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

- a) A full-time employee is entitled to twelve (12) weeks of paid parenthood leave at their current rate of pay provided the employee has been on staff at least six (6) months before beginning parenthood leave. A part-time employee is entitled to paid parenthood leave on a pro-rata basis under the same terms and conditions as a full-time employee. In concept, this leave is provided to assure paid time off during the period immediately following the birth, adoption, etc. However, recognizing that individual circumstances may vary, the employee may, in consultation with the immediate supervisor involved, use the paid parenthood leave on a different schedule, provided that it cannot extend beyond the first year after the triggering event. During parenthood leave an employee retains health coverage for at least twelve (12) weeks or to the extent permitted by the employee's health coverage policy.
- b) An employee who has worked for the Employer for less than twelve (12) months may use parenthood leave, accrued vacation leave and/or health related leave and/or unpaid leave up to a total period of twelve (12) weeks (including NWIRP parenthood leave used) during any twelve (12) month period.
- c) An employee who has worked for the Employer for more than twelve (12) months may use parenthood leave and/or accrued vacation leave and/or health related leave and/or unpaid leave up to a total period of eighteen (18) weeks for a pregnancy without complications or twenty-four (24) weeks for a C-section or pregnancy related complications (including NWIRP parenthood leave used) during any twelve (12) month period.
- d) When possible, except in the case of unexpected events such as a premature birth or early adoption placement, requests for parenthood leave should be submitted to an employee's immediate supervisor at least thirty (30) days prior to the date leave is expected to commence.

Section 11.3 Jury or Witness Duty. An employee will also be paid for leaves required by jury or witness duty. Such an employee must endorse over to NWIRP any jury or witness duty pay received (excluding travel allowances).

Section 11.4 Paid Authorized Absences. Paid authorized absences may be approved by the Executive Director or their designee for attendance at workshops, meetings, conferences and other educational/training programs which would directly enhance the employee's work performance and contribution to NWIRP. An employee will submit their request for such absence to their direct supervisor in advance of such proposed absence. The supervisor will submit a recommendation to the Executive Director or their designee who will have final authority to approve the request.

An employee attending an out-of-town workshop or conference will be deemed to work a regular seven (7) hour workday. Time spent socializing, eating, and sleeping is not considered work time.

Section 11.5 Sabbatical Leave.

- a) After an employee has completed five (5) years of employment, a regular employee will be eligible for a sabbatical of up to three (3) months. For a full-time employee, the first one hundred and forty (140) hours of the sabbatical will be paid. For a part-time employee who works twenty (20) or more hours per week, the paid sabbatical benefit will be pro-rated based on the hours per week the employee has worked in the twelve (12) month prior to the sabbatical. If an employee elects to take further sabbatical leave beyond the one hundred and forty (140) hours of sabbatical leave (or the pro-rated amount for part-time employees), they must first use any vacation leave accrued in excess of thirty-five (35) hours. After the vacation hours in excess of thirty-five (35) hours are expended, the employee may take unpaid leave for the remainder of the sabbatical.
- b) Requests for sabbaticals must be made in writing at a minimum four (4) months in advance of the sabbatical and for a time that will not adversely affect the work of the organization. The sabbatical will be subject to approval by the Executive Director or their designee after consultation with the appropriate supervisor(s). Requests will be responded to within ten (10) working days. If one or more requests for sabbatical leave are submitted while another request is pending, but has not been approved, priority will be given to staff members with more seniority unless the needs of the organization requires otherwise. Where client needs or the efficient management of the Employer, its offices, or units requires, the Executive Director or their designee may require reasonable adjustments in the proposed sabbatical schedule or other necessary changes. It is understood that, in most circumstances, only one employee will be able to take a sabbatical in each unit of the Seattle and Tacoma offices or in each of the Granger, and Wenatchee offices during any one six (6) month period and that this might lead to some employees not being able to take a sabbatical when they become eligible for one. An employee requesting a sabbatical will receive a written explanation if the sabbatical needs reasonable adjustments to the proposed sabbatical timeframe or if the sabbatical is not approved.
- c) The Employer will maintain the employee's health, disability and life insurance including spousal, domestic partners and dependent contributions. The employee will accrue vacation and health related leave during the sabbatical. An employee who has taken a sabbatical will be eligible for another sabbatical five (5) years after the date the prior sabbatical ended.
- d) Every employee who takes a sabbatical from the Employer does so with a commitment to return to work at the Employer for at least one (1) year following the end date of the sabbatical. If the employee leaves the Employer for any reason other than a layoff during the year following the end of the sabbatical, the one hundred and forty (140) hours of salary paid by the Employer during the sabbatical must be repaid in full. If the employee does not return to the Employer at the end of the sabbatical period, the employee will be

terminated unless otherwise agreed to by the Executive Director or their designee, and such termination shall be deemed for just cause.

- e) An employee will not be paid for unused sabbatical leave upon termination or separation from the Employer. Sabbatical leave cannot be taken at the end of any employment period with the Employer, for example, upon resignation or layoff. Employees do not acquire a right to a partial sabbatical if they have worked less than five (5) years.

Section 11.6 Inclement Weather Leave. Employees are expected to work regularly scheduled hours during inclement weather except in severe conditions. For employees in the Granger Office, "severe conditions" is weather that causes the Granger School District to close. In the Seattle Office, "severe conditions" is weather that causes the Seattle School District to close. For the Tacoma Office, "severe conditions" is weather that causes the Tacoma School District to close. For the Wenatchee Office, "severe conditions" is weather that causes the Wenatchee School District to close. When "severe conditions" close an office's corresponding school district, employees are paid for a normal working day whether or not they are able to work. When the offices do close, employees are expected to telecommute to the extent possible.

When the offices are open but the school an employee's child attends is closed or delayed due to inclement weather, that employee can request up to two (2) hours of inclement weather leave, if needed.

When the offices are open, an employee who cannot come to work due to inclement weather, or who has childcare responsibilities arise due to inclement weather, may use accrued vacation leave or compensatory leave after notifying their supervisor, or may request their supervisor's permission to telecommute. Employees who have no remaining accrued vacation or compensatory leave time may take unpaid leave, after notifying their supervisor.

When inclement weather occurs at a time when the relevant school district is not in session, the directing attorney at each office (or another person designated by the Executive Director) will make the determination of whether the particular office will be closed.

Section 11.7 Unpaid Leave. An employee may be allowed to take an unpaid leave of absence. The leave shall not typically exceed sixty (60) days. An employee's request for unpaid leave must be authorized in advance by the Executive Director or their designee. During the unpaid portion of the leave, the employee will not accrue vacation or health leave, however, NWIRP will continue to provide the employee with health insurance coverage during the period of authorized leave, subject to the terms of NWIRP's insurance policy. When an employee returns from an unpaid leave, they shall return to the same job or a similar one with equal pay when the unpaid leave was due to illness or emergency circumstances. The position may temporarily be filled by a temporary contract employee. Unpaid leave is not to be used on a day-by-day basis to supplement vacation leave.

Section 11.8 Family and Other Leave. The Employer shall comply with applicable terms and conditions of all Federal, Washington State and Seattle leave laws.

1. WA Paid Family and Medical 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, except in the case of unexpected event such as premature birth or early adoption placement, requests for leave under the above provisions shall be submitted to an employee's immediate supervisor at least thirty (30) days prior to the date leave is expected to commence.

Employees are required to exhaust any accrued vacation, health related and compensatory time in excess of five (5) days or thirty-five (35) hours before becoming eligible for an unpaid leave under the provisions listed above.

Section 11.9 Military Leave. NWIRP will comply with all applicable state and federal laws with respect to an employee's leave for military service.

Section 11.10 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 health leave. Scheduled workdays occurring within the first fourteen (14) calendar days following the day of injury are compensable through accrued health leave, provided however, if the period of disability extends beyond fourteen (14) calendar days, then accrued leave taken shall be reimbursed by Worker's Compensation on a pro rata basis. Upon the employee's written request, health 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 NWIRP net pay. Any accrued vacation or compensatory time may be used in a like manner after accrued health 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. Health leave and vacation shall only accrue, however, for hours in the NWIRP pay status. Employees receiving industrial insurance may also be eligible for benefits under the Long Term Disability Program. An employee must submit a completed "Return To Work Authorization" to their supervisor and obtain approval before resuming any duties.

ARTICLE 12

CLASSIFICATION AND WAGE ADMINISTRATION

Section 12.1 Classification/Job Descriptions. Employees will be classified and paid in accordance with the applicable wages defined in Appendix A to this Agreement. NWIRP agrees to create job descriptions for all of the classifications listed in this agreement that accurately describe the duties performed in each job classification. The Employer will notify the Union in writing should present jobs substantially change or of the creation of any new classifications that are represented or non-represented. If a new position is to be placed in the bargaining unit, the Employer will establish and place in effect a rate of pay for the new job classification in relation to the existing wage structure. If the Union disagrees with the wage rate established by

the Employer, the matter will be bargained between the parties, and if no agreement is reached, only the question of appropriate wage rate for the new job classification may be submitted to the grievance procedure as outlined in this Agreement.

Section 12.2 Rates of Pay. Administration of rates of pay shall be as follows: No employee shall be paid at a rate of pay less than the minimum nor more than the maximum established for their job as set forth in the pay plan. All pay rates in the pay plan 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.

Section 12.3 Starting Rate Upon Initial Employment. New employees shall be appointed at a step in the appropriate pay range. Employer will provide a hire letter to each new employee. The hire letter will include the step level at which the employee will begin and an explanation as to how the number of years of experience was calculated based on Section 12.12. A new hired employee may be appointed to a step greater than the entry level found in Appendix A, and /or at pay range higher than any current bargaining unit member, in that specific classification, by consultation with the Union.

Section 12.4 Pay Rate Upon Promotion. A promotion is a change to a higher compensated classification (i.e from legal advocate or operation support to attorney). If, based upon experience in the prior category, an employee would otherwise receive a decrease in salary, their salary will nonetheless be maintained at that level until their experience corresponds to the step level of the new classification of equal or greater salary, at which time they would be eligible for anniversary increases.

Section 12.5 Pay Rate Upon Demotion or Voluntary Reduction. A demotion or reduction is movement to a lower compensated classification i.e., from attorney to legal advocate. If an employee is demoted from one classification (Initial Classification) to another classification (Second Classification) such an employee shall be at a step level in the Second Classification equal to or greater than that occupied by the employee in the Initial Classification.

- A. An employee who is demoted from trial service following promotion shall receive the same step in the lower pay range as held before promotion, provided that adjustments shall be made to take into account any step increases which would have occurred had the employee not been promoted.
- B. An employee who accepts a voluntary reduction because of organizational changes or reduction in force or who requests a voluntary reduction for personal reasons shall be paid at a step pursuant to their new classification.

Section 12.6 Pay Rate Upon Reinstatement Or Rehire. A person who is recalled from layoff within two (2) years; or who within one (1) year returns from an unpaid leave of absence; or who is rehired within one (1) year following separation from NWIRP employment, shall receive the same step in the pay range as held prior to the break in service, provided that the employee returns to a position on the same salary schedule as held prior to their departure from the Employer.

Section 12.7 Advancement Within A Pay Range. 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 contract. 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.

Section 12.8 Adjustments to the Anniversary Date (Step Adjustment Date). The anniversary date for a step increase for an employee shall be adjusted under the following circumstances:

- A. Upon promotion or disciplinary demotion only, the existing anniversary date shall be eliminated and the date of such promotion or demotion shall be used to calculate the new anniversary date;
- B. When an employee is demoted from probation following promotion, the anniversary date held prior to such promotion shall be reestablished;
- C. When an employee returns from layoff and is re-employed in the same classification as originally held, the employee will be credited for the amount of time working at NWIRP from the original anniversary date until the period of layoff in order to give credit for time served-in a pay step prior to such layoff;
- D. 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 anniversary date;
- E. Anniversary dates shall be adjusted on a day-for-day basis for all unpaid leave days in excess of ninety (90) calendar days.

Section 12.9 Management Reporting of Compensation. Upon request from the Union, the Executive Director or their designee shall provide the current salary of all management team members.

Section 12.10 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.

Section 12.11 Rates of Compensation. Rates of compensation will be established for each position commensurate with experience and qualifications necessary for performance of the responsibilities and in accordance with Appendix A.

Section 12.12 Determination of Experience Level. In determining the number of years of applicable experience to credit newly hired staff, NWIRP will utilize the following guidelines: When the sum of total credit for experience level results in partial years of experience, any experience six (6) months or greater will be rounded up to the nearest step level and any experience less than six (6) months will be rounded down to the nearest step level.

A. Attorneys.

- 1. Non-profit immigration legal services attorney experience.**
An attorney who has worked in a similar law position with a non-profit immigration legal services office as an attorney will be given one hundred percent (100%) credit on the salary schedule for all immigration law practice.
- 2. Private immigration legal services attorney experience.**
An attorney who has worked in a private law office as an attorney and whose personal practice was dedicated exclusively to immigration, with less than ten percent (10%) of their time dedicated to business immigration law, will be given one hundred percent (100%) credit on the salary scale for all immigration practice. Immigration experience at a private law firm that involved more than ten percent (10%) of business immigration will be given partial credit based on the percentage of time spent on non-business immigration work.
- 3. Government immigration legal services attorney experience.**
An attorney who has immigration-related work as an attorney at a government entity- such as EOIR or as part of a judicial clerkship- will be credited at a rate of seventy-five percent (75%) up to six (6) steps on the salary schedule.
- 4. Nonprofit or public defender, non-immigration legal services attorney.**
An attorney with nonprofit or public defender, non-immigration law experience as an attorney, which is sufficiently related to the attorney's initial NWIRP position will be credited at a rate of seventy-five percent (75%) up to six (6) steps on the salary schedule.
- 5. Other non-immigration attorney experience.**
An attorney who has non-immigration law experience as an attorney will be credited at a rate of fifty percent (50%), up to four (4) steps on the salary schedule.
- 6. NWIRP accredited representative experience.**
An attorney who previously practiced immigration law as an accredited representative at NWIRP, will be given credit on the salary schedule at a rate of seventy-five percent (75%) for all immigration experience gained as an accredited representative. An attorney who previously practiced immigration law as a partial accredited representative at NWIRP will be given credit on the salary scale at a rate of fifty percent (50%) for all immigration experience gained as a partial accredited representative. Nothing precludes the Employer from recognizing and giving credit on the salary scale for other accredited representative experience.

7. NWIRP legal advocate experience.

An attorney who previously worked as a legal advocate at NWIRP will be given credit on the salary schedule at a rate of twenty-five percent (25%) up to two (2) steps on the salary schedule.

8. Reevaluation of Experience.

Attorneys hired prior to January 1, 2018 and who believe a reevaluation of their experience will result in an increased determination of experience level shall provide to Management a recommended reevaluation, supported by documentation, by January 31, 2018. If a reevaluation results in an attorney being placed at a higher step, they will receive pay at the higher step level retroactive to January 1, 2018.

- B. Paralegals/ Legal Advocates.** A paralegal or legal advocate who has worked in another immigration position as a paralegal or legal advocate will be given credit on the salary schedule for all immigration-related experience. Non-immigration experience as a paralegal or legal advocate in a public defender office, or public interest law firm, or experience as a paralegal or legal advocate which involves as a regular part of their duties at least three of the following: legal research, writing legal memoranda, handling individual cases, representing clients at hearings, and conducting community outreach will be credited at a rate of fifty percent (50%), up to four (4) steps on the salary schedule, in accordance with Article 12, Section 3. Paralegal positions involving both immigration and non-immigration work shall be credited according to the portion of immigration and non-immigration work.
- C. Accredited Representatives.** A person who has worked as an accredited representative as defined in 8 C.F.R. § 292.1(a)(4) will be given credit on the salary schedule for all immigration-related experience as an accredited representative, in accordance with Article 12, Section 3.
- D. Administrative Staff.** A person hired to a position as Development or Operations staff who has worked in a similar position with directly equivalent tasks to the new position will be given credit on the salary schedule for all previous experience in that capacity, in accordance with Article 12, Section 3.
- E. Contract/Temporary Employees.** When hired to a permanent position, a person who has worked as a full-time fellow, contract or temporary employee for NWIRP or who served as a yearlong volunteer through a program such as QuEST, JVC, LVC or the like will be given credit on the salary schedule for all time worked in the same job classification at NWIRP. An employee will also be given seniority credit for their NWIRP experience as outlined above, provided the employee's break in service does not exceed ninety (90) calendar days. Other prior experience will be credited according to Section 12.12, Sections A – D.

Section 12.13 Outside Practice of Law:

- A.** Attorneys employed at NWIRP shall not undertake compensated or uncompensated outside practice of law involving client representation except as stated in B, C or D.

- B. In exceptional circumstances and where no conflict of interest exists the Executive Director or their designee may grant a waiver of the prohibition contained in clause 'A' as it relates to a specific case.
- C. Outside practice may be permitted in the case of a newly employed attorney who has the responsibility to close cases from a previous law practice, and who does so as expeditiously as possible. The express approval of the Executive Director or their designee must be obtained prior to engaging in such outside practice. In addition to meeting the above requirements, approval by the Executive Director or their designee may be granted only where the proposed outside practice is not inconsistent with the lawyer's full-time responsibilities as a program employee.
- D. In no instance shall program resources be consumed or expended for outside practice. Program resources shall include office equipment and staff time.

Section 12.14 Reporting of Accrued Benefits. NWIRP shall provide a report on each employee's payroll stub of the employee's total health-related and vacation leave accrued and available at the time each payroll.

Section 12.15 Documents. Pursuant to its mission to promote and defend immigrant rights, NWIRP agrees not to reveal the names, addresses or immigration status of any employee to the immigration authorities, or to update employee records, including verifying employment eligibility, except when expressly required by law, or when voluntarily provided by the employee because it is necessary to access a government facility.

ARTICLE 13

SENIORITY, REDUCTION-IN-FORCE, LAYOFF

Section 13.1 Seniority List. A seniority list shall be adopted by reference to this Agreement as Appendix B. Such seniority list shall be by classification within the bargaining unit and provided to employees and the Union Representative. The employee's seniority shall be from the true date of hire within the bargaining unit.

Appendix "B" will be posted with the Collective Bargaining Agreement on NWIRP's internal server.

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. The Union and the Employer will consult and negotiate the impact on the bargaining unit of the reduction prior to its implementation. NWIRP shall provide the employee with a minimum of forty-five (45) calendar days' notice of layoff. The Union shall be provided a copy of the above notice and shall have ten (10) calendar days to request negotiations on the impact of the layoff if necessary.

Section 13.3 Order of Layoff. Subject to Section 13.4, Employees shall be laid off in order of their length of service (in accordance with Article 13, Section 1), the one with the least amount of service being laid off first.

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

Section 13.5 Transfer of Employees Between Regions. The parties recognize that, pursuant to Section 1.1 of the CBA, except as otherwise set forth in the CBA, the Employer has the sole right to direct the working force, including the right to assign and transfer employees to different positions within the organization. Whenever the Employer determines that it is necessary to eliminate a position held by an employee covered by the CBA and that it is necessary to transfer that employee to a position that is located in a different region than the position the employee currently occupies, such a transfer will be subject to the following limitation:

- A. Except as provided in Section 13.5.B., if the employee is not the employee with the least seniority in their classification within the region, the employee whose position is being eliminated will be given the option to transfer to the position occupied by the employee with the least seniority in their classification within the region and the employee with the least seniority in the classification within the region will be the one subjected to a transfer to a different region.
- B. The Employer may transfer an employee to a different region without accounting for seniority as provided in Section 13.5.A. 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 within the relevant classification who possesses the special qualification, training or skill is not required to transfer to another region before a less senior employee.
- C.** The Employer will provide the Union with specific information to justify their decision to transfer out of order as provided in Section 13.5.B at least forty-five (45) calendar days prior to the scheduled transfer.
- D.** For purposes of this section, “region” means Western Washington, Northeastern Washington, and Southeastern Washington. The boundary between Western Washington and the eastern Washington regions is the Pacific Crest Trail, and the boundary between Northeastern and Southeastern Washington is Interstate 90.
- E.** The parties acknowledge that, except as provided in Article 13 of the CBA, the seniority of an employee does not limit the authority of the Employer to assign, transfer or direct that employee.
- F.** If an employee is to transfer to another office in accordance with this section, such employee may choose to be laid off instead.
- G.** If an employee is involuntarily transferred to another office in accordance with this section, such employee will be reimbursed for reasonable moving expenses up to \$1,500 (one thousand five hundred dollars) provided the employee submits adequate documentation within ninety (90) calendar days of the transfer.

Section 13.6 Recall.

- A.** An employee subject to the CBA who has been laid off pursuant to Article 13 of the CBA shall have recall rights for twelve (12) months from the date of lay-off, subject to the provisions of this section.
- 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 they are 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 minimal period of orientation and with no significant reduction in the efficiency of the operation or services provided.
- C.** Before filling a position covered by the CBA, 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 at least seven (7) working days from the date of the offer to accept a recall offer and at least fifteen (15) working days from the date of the offer to return to work. A laid off employee wishing to exercise recall rights shall keep the Employer informed in writing of their current address, email and telephone number. The Employer will designate a point of contact for these purposes. Laid off employees shall not accrue benefits of any time during the period they were laid off, but an employee who was recalled pursuant to this section shall retain seniority as

provided for in Article 12.8 of the CBA.

Section 13.7 New or Relocated Offices. If an employee is involuntarily transferred to a newly opened or relocated office that is more than thirty (30) miles from their current office, such employee will be reimbursed for reasonable moving expenses up to one thousand five hundred dollars (1,500) provided the employee submits adequate documentation within ninety (90) calendar days of the transfer.

Section 13.8 Relocation Bonus and Reimbursement for Newly Hired Employees. Newly hired employees who accept an offer at NWIRP and who are living 100 miles or more from the office where their position will be located at the time they accept their offer of employment, will be provided a relocation bonus of \$1,500 (one thousand five hundred dollars). The employee may also be reimbursed up to an additional \$1,000 (one thousand dollars) for relocation costs provided the employee submits adequate documentation within ninety calendar days of their start date. If the employee resigns within the first year of employment, a full reimbursement to the Employer of the relocation bonus and reimbursement will be required. Please see Northwest Immigrant Rights Project Employee / Volunteer Handbook for Resignation Policy.

ARTICLE 14

ORIENTATION PERIODS; TRIAL SERVICE; HIRING PROCEDURES

Section 14.1 Purpose. Orientation and trial service periods are working test periods and shall be an integral part of the examination process and shall be utilized as an opportunity to observe an employee's work, to train and aid the employee in adjustment to their position and to reject any employee whose work performance fails to meet required work standards. Throughout the orientation period, the Employer shall provide an employee with the essential tools, training and guidance to ensure a successful trial period of employment; provided, however, that whether an employee was given sufficient tools, training and guidance during their orientation period is not subject to the grievance procedure. The Employer and the Union will work collaboratively through the Labor/Management Committee to develop training and orientation processes for new employees.

Section 14.2 Duration. All new (or initial) employment, promotional and reinstatement (where required by this contract) appointments of regular employees shall be tentative and subject to an orientation or trial service period which starts upon the effective date of an appointment. The hire/engagement letter for a new employee will inform the employee when their orientation period will end. Supervisors will provide new employees with at least one (1) review during the orientation period and if the orientation period is to be extended, the employee will receive a written evaluation upon notification.

An orientation period shall be required for all initial appointments to NWIRP employment and, where required by this Agreement, following reinstatement. The length of the orientation period shall be as follows:

For employees hired under the attorney classification who have been admitted to practice at the time of appointment, the orientation period shall be six (6) months in duration;

For employees hired under the attorney classification who have not been admitted to practice at the time of appointment, the orientation period shall extend to the later of: six (6) months from the date of hire or six (6) months following admission to practice, provided, however, that the orientation period for such an employee shall not extend more than one (1) year.

For all other employees, the orientation period shall be three (3) months in duration.

The Employer and the Union may agree in writing to extend the orientation period in lieu of discharge. The Employer will give the Union and employee at least three (3) business days to review and respond to any request to extend the orientation period, provided that the orientation period will be extended while the Union and/or employee considers the request. Any extended orientation period shall start at the end of the initial orientation period and shall not exceed six (6) additional months for attorneys or three (3) additional months for other employees.

Section 14.3 Dismissal During Orientation Period. At any time during the orientation period the Employer may dismiss an employee whose performance does not meet the required standards. Notice of ten (10) working days shall be given to an employee who is dismissed. Dismissal during the orientation period is not grievable by the employee or the Union.

Section 14.4 Trial Service Reversion. There shall be a trial service period of six (6) months for attorneys and three (3) months for all other employees, or less at the Employer's option, for promotions. During the trial service period the Employer may return the employee to their previous position if the Employer determines that an employee is unable to perform the duties of the position they were promoted into. The employee cannot return to their position of their own volition or if terminated for cause. The trial service period and any associated return rights will end upon an offer of hire to fill the vacancy of the former position by the Employer.

Section 14.5 Hiring Procedures.

- A. Authorization of Positions.** The Executive Director or their designee has the authority to create, modify or eliminate any employee position, provided that such changes are within the scope of the current budget, policy guidelines and this Agreement.
- B. Non-Discrimination.** NWIRP strives to maintain a diverse staff and will actively recruit a diverse workforce in order to represent the diversity of the communities we serve. To this effect, NWIRP encourages people who identify as Black, Indigenous, People of Color, immigrants (including people who were formerly detained, undocumented, or who have navigated the immigration legal system), women, people with disabilities, members of the LGBTQ+ community, people who are low income, and individuals with diverse cultural and economic backgrounds and language abilities to apply as candidates for employment. In conducting hiring, NWIRP will abide strictly by the terms of the anti-discrimination policy set out in its Employee/Volunteer Handbook (subject to Labor/Management Committee approval) as well as applicable local, state and federal laws and regulations.
- C. Promotion from Within/Lateral Transfer.** It is NWIRP's policy to encourage the filling of open positions with current staff. The Employer shall not be required to accord preferential consideration under this Article to employees who have been employed at

NWIRP for less than two (2) years. Such employees are not prevented from applying and being considered for open positions. When skill, experience, and ability relevant to the position are equal, transfers and promotions will be based on seniority. Bargaining unit employees with more than two (2) years of employment who apply for NWIRP open positions but are not selected for the open position may request, in writing, the reason(s) they were not selected for the position.

D. Recruitment. The Executive Director or their designee will oversee the hiring of other paid employees after recruiting applicants, reviewing applications, and conducting interviews. However, the Executive Director or their designee may choose to promote from within, under the provisions of Section 5, clause C above, without recruiting or interviewing additional candidates.

E. Provision of the CBA. All persons extended an offer to hire into a NWIRP bargaining unit position shall be provided with an electronic or paper copy of the Collective Bargaining Agreement at the time the offer is extended.

ARTICLE 15

DISCIPLINE AND TERMINATION

The Employer retains the right to discipline, suspend or discharge employees for just cause, subject to the grievance procedure in this Agreement.

Section 15.1 Progressive Discipline/ Just Cause. Supervisors will provide feedback including positive and constructive feedback directly to employees they supervise on an ongoing basis. The feedback will include regular check-ins, followed by a written summary of feedback and action items.

Step 1 – Initiation of Performance Improvement Plan: If an employee is not meeting expectations post-orientation, the employee's direct supervisor, with agreement from their directing attorney or managing director, will decide that the performance improvement process should be initiated. The direct supervisor provides written communication to the employee and the supervisor's directing attorney or managing director informing them of the initiation of this process. The employee has a right to Union representation, pursuant to Section 15.2 and Section 16 below. The initiation of performance improvement plan is a collaborative process between the employee, the Human Resources Director, the direct supervisor (with agreement from the supervisor's directing attorney or managing director) to create a work plan to address feedback with measurable goals, which may include trainings and scheduled supervisor check-ins, and a timeline (with a range of three (3) to six (6) months) to reach an agreement for improvement.

Step 2 – Final Warning: If the employee work plan goals are not met in the agreed upon timeframe determined in Step 1, the employee's direct supervisor may initiate Step 2 Final Warning, by making a recommendation to their directing attorney or managing director, who decides that Step 2 of the performance improvement plan should begin for the employee. The direct supervisor provides written communication to the employee

and the supervisor's directing attorney or managing director informing them that the next step is termination. The employee has a right to Union representation, pursuant to Section 15.2 and Section 16 below. The final warning is a collaborative process between the employee, the Human Resources Director and the supervisor (with the agreement of the supervisor's directing attorney or managing director) to create a revised work plan to meet the performance expectations with measurable goals, which may include trainings and scheduled supervisor check-ins, and a timeline to reach an agreement for improvement.

Step 3 – Termination: The Executive Director or their designee, with recommendations from the employee's directing attorney or managing director, will make the decision whether to terminate the employee. The Executive Director or their designee informs the employee of the decision. If the decision is to terminate employment, an explanation of just cause which led to the decision will be provided.

The Employer may take disciplinary action without undertaking the progressive discipline outlined above if the circumstances meet the criteria of just cause for the action. The Employer may terminate an employee without going through the Progressive Discipline process outlined above if the employee commits gross misconduct.

Section 15.2 Employee Rights. An employee may have a Union Representative or a Union Steward present at any meeting with management representatives which involves progressive discipline or where an employee reasonably believes an investigation may result in progressive discipline. The manager/supervisor will inform an employee prior to holding the meeting that it is an investigatory meeting which may lead to progressive discipline and that the employee has a right to Union representation. If the employee desires Union representation, the Employer will provide the employee with reasonable time to arrange for Union representation at the meeting.

ARTICLE 16

GRIEVANCE PROCEDURE

Section 16.1 Grievance Defined. A grievance shall be defined as a dispute or disagreement raised by an employee against the Employer 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 the limits may be waived by mutual agreement of the parties.

Section 16.2 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.

Section 16.3 Grievance Procedure.

Step 1. An employee and/or Union representative who has a grievance shall submit it to the immediate supervisor within ten (10) working days from the occurrence on which the alleged grievance is based, or within ten (10) working days of the date when the employee knew of or should have known of the occurrence, but in no event more than

sixty (60) calendar days from the date 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 ten (10) working days of the supervisor's receipt of the grievance and the supervisor will submit a written grievance answer within ten (10) working days of the meeting.

Step 2. If the grievance was not settled at Step 1 it may be advanced by the Union to the Executive Director or their designee within ten (10) working days of receipt of the Step 1 answer. Within three (3) days, the Executive Director or their designee will provide a written notice to the Board President (the Executive Director's Supervisor) and the Union Representative that a grievance has been received specifying only the fact that a grievance was advanced and the date the Executive Director or their designee received notice of the grievance advancement and nothing more. A grievance meeting of the Executive Director or their designee and the employee and/or Union representative shall be held within ten (10) working days of receipt of the grievance and a written grievance answer will be given within ten (10) working days of the meeting.

Step 3. If the Union is dissatisfied with the Executive Director's resolution of the grievance, the Union may file a written grievance with the President of the Board of Directors. The President will form, and convene a meeting of, a Grievance Committee (the Grievance Committee will not be a standing committee of the Board, but will be formed only if the need arises). The Grievance Committee shall be comprised of the following members: a) a member of the Personnel Committee to be mutually agreed upon by the Union and the Employer, b) a member of the Board of Directors, appointed by the President of the board, and c) a staff or board member chosen by the Union filing the grievance, when possible, who does not directly or indirectly supervise the grieving employee, nor is supervised by them, nor is otherwise directly involved in the situation giving rise to the grievance. If the Union is unable to identify a member to sit on the Grievance Committee, the Personnel Committee Chair, in consultation with the Board President, shall appoint a member of the staff or board member willing to serve. The Grievance Committee's decision shall be decided by majority vote and shall be final for Step 3.

Step 4 – 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) working days after receipt of the Employer's answer to Step 3. If the request for arbitration is not filed by the Union Staff Representative within thirty (30) working days, the Union waives the right to pursue the grievance through the arbitration procedure. 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 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 selection by a joint letter from the Employer and the Union requesting that they 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. They shall consider and decide only the specific issue submitted to them in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not submitted to them. The arbitrator shall submit their decision in writing within thirty (30) 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 their 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.

Section 16.4. No issue whatsoever shall be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place following the effective date of this Agreement.

Section 16.5. Any grievance filed on behalf of a group of employees or a class action grievance shall be reviewed, approved and submitted by the Union Executive Board prior to such filing, and shall be signed by the appropriate Local Union President.

ARTICLE 17

INSURANCE AND OTHER BENEFITS

Section 17.1 Health Coverage. Employees working at least twenty (20) hours per week will be eligible to join the health and dental plans offered by NWIRP. Pursuant to the insurance providers that NWIRP contracts with, such benefits commence on the first day of the month following thirty (30) days of employment.

- A. Health Coverage.** NWIRP will pay the total health insurance premium for a full-time employee, and for a part-time employee who works at least twenty (20) hours/week. In the event that the employee desires to extend coverage under the plan to their immediate family members, including a domestic partner, and/or dependents, NWIRP will pay 50% of the additional premium for a full-time employee and for a part-time employee who works at least twenty (20) hours/week. If coverage for domestic partners is not available through NWIRP's insurance provider, NWIRP will reimburse the employee either the actual cost of alternative coverage or one-half the cost of the actual coverage obtained for the employee's domestic partner, whichever is less. Employees are responsible for making timely notification to the Employer when they wish to add a dependent to the insurance coverage upon birth or adoption of a child or upon the occurrence of another qualifying event specified in NWIRP's insurance contract.
- B. Dental Coverage.** For those employees who want to join NWIRP's dental plan, NWIRP will pay the total dental insurance premium for a full-time employee and for a part-time employee who works at least (20) twenty hours/week. In the event that the employee desires to extend coverage under the plan to their immediate family members,

including a domestic partner, and/or dependents, NWIRP will pay 50% of the additional premium for a full-time employee and for a part-time employee who works at least twenty (20) hours/week. If coverage for domestic partners is not available through the insurance provider, NWIRP will reimburse the employee either the actual cost of alternative coverage or the difference in cost to the employee between what they pay and what they would have paid, were coverage available through NWIRP's insurance provider, whichever is less.

- 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.

Section 17.2 Flexible Benefit Plan. NWIRP shall provide a Flexible Benefit Plan pursuant to Section 125 of the Internal Revenue Code to employees covered by this agreement. The plan shall be funded exclusively from voluntary contributions made by employees from their pre-tax earnings in accordance with IRS regulations. The following benefits will be provided under the plan:

- A. Health Flexible Spending Arrangements (FSA): Also known as "Medical Reimbursement Plan."
- B. Dependent care assistance program (DCAP): Also known as "Dependent Care Flexible Spending Account."

Section 17.3 Retirement Plan. NWIRP offers its employees who work at least twenty hours a week an Employee/Employer 403(b)(7) retirement plan. If an employee chooses to participate in the retirement plan, the Employer will make a contribution equal to three percent (3%) of the employee's gross income for each pay period.

Section 17.4 Short-Term Disability Insurance. NWIRP will provide short-term disability insurance coverage for all employees. NWIRP will pay one hundred percent (100%) of the employee's premium.

Section 17.5 Long-Term Disability Insurance. Eligible employees shall be covered by a long-term disability insurance program. Employees on industrial or non-industrial disability may apply. Upon the employee's written request, accrued vacation pay may be used to supplement Long Term Disability Program benefits in an amount equal to the difference between the compensation to which the employee is entitled under the Long Term Disability Program and regular NWIRP net pay.

Section 17.6 Life Insurance. NWIRP will provide a limited life insurance policy for all employees. NWIRP will pay one hundred percent (100%) of the premium.

Section 17.7 Workers Compensation. NWIRP 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.

Section 17.8 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 health-related 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 they received health-related 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 health leave that is the subject of reimbursement will be restored to the employee.

Section 17.9 Expense Allowance. NWIRP will reimburse an employee who incurs an expense for travel, parking, lodging and other necessary travel expenses while conducting NWIRP business. For amounts over fifty (\$50) dollars, an employee must obtain (when possible) advance authorization from the Executive Director or their delegate. Reimbursement for meals will be limited to out-of-town travel, and will not exceed thirty-nine (\$39) dollars per day. Reimbursement will be authorized only for those expenditures verified by receipts. An employee who uses their own car for NWIRP business will be reimbursed at the current IRS rate. Each employee using their car for NWIRP business will provide evidence to the Executive Director or their delegate that they have car insurance in effect on the car that provides for not less than the statutory minimum liability coverage prescribed by the State's Division of Financial Responsibility, Department of Motor Vehicles. It is expected that each employee will make every effort to keep expenses incurred during travel as low as possible.

Section 17.10 Bar Dues. The Employer will pay the annual bar licensing fees in one state for each employee subject to this agreement who is employed as an attorney, provided that the individual is employed either on a full-time basis or, if on a part-time basis, the employee works twenty (20) or more hours per week. If the attorney is licensed in Washington State and another state, NWIRP will pay the annual bar licensing fees for licensure in Washington State. If the attorney is licensed in more than one state, neither of which is Washington, NWIRP will pay the bar licensure fees for the state which has the lowest such fees.

Section 17.11 Honoraria/Gifts. An employee who receives an honorarium or other monetary amount while representing NWIRP earns it on behalf of NWIRP and it becomes the property of NWIRP and not the employee. Employees are not permitted to accept gifts of more than de minimis value from clients or their families and friends. Any gifts of more than de minimis value received by an employee when acting in an official NWIRP capacity are property of NWIRP and not the employee.

Section 17.12 Public Transit. NWIRP strives to be an environmentally conscious organization and promotes and encourages the use of public transit by staff whenever possible. Employees meeting the following criteria may opt into a public transit program whereby they pay up to fifty percent (50%) of their monthly public transit costs, with the Employer paying the remaining cost: Tacoma office employees (who opt out of the Employer provided-parking) and Seattle office employees. During the COVID-19 state of emergency NWIRP and the Union have agreed to suspend the transit program. Please see the Letter of Understanding.

ARTICLE 18

ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in the Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The parties agree that no oral or written statement shall add to or supersede any of the provisions of this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 19

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 the balance of this contract shall continue in full force and effect and either party shall have the right of re-negotiations for the purpose of adequate replacement, provided that the invalidation of such article or section does not have a significant bearing on any other article or section of the Agreement.

ARTICLE 20

SUPREMACY AND EXTRA AGREEMENTS

Section 20.1. The Employer agrees not to enter into any agreement or contract with the employees in the Employer's Office, individually or collectively which is inconsistent with the terms of this Agreement and not approved by the Union.

Section 20.2. In the event of conflict, the Agreement shall control over actions of the Board of Directors, employee policy manual or rule.

ARTICLE 21

DURATION

This Agreement shall be effective on January 1, 2021. This Agreement shall continue in full force and effect through and including December 31, 2023; 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 120 days prior to the date of expiration. If notice to amend is given, negotiations shall commence within 30 days following the date of the notice, and this Agreement shall remain in effect until the terms of a new or amended agreement are agreed upon; provided, however, that if notice to amend is timely

given, either party may at any time thereafter notify the other in writing of its desire to terminate this Agreement as of a date stated in such notice to terminate, which date shall not be earlier than the date of expiration, and shall be at least 60 days subsequent to the giving of such notice to terminate.

ARTICLE 22

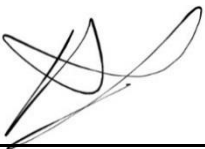
MISCELLANEOUS

Section 22.1 For purposes of this Agreement, “working days” means Monday through Friday (except NWIRP holidays).


EXECUTED at Seattle, Washington this 15th day of July 2021.

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


**NORTHWEST IMMIGRANT RIGHTS
PROJECT**

By 

Phoebe Feldsher
Union Representative

By 

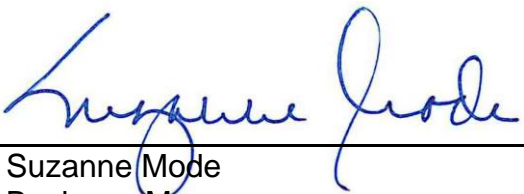
Jorge L. Barón
Executive Director

By 

Diane Arnold
Union Representative

By 


Wamaitha Kiarie
Board President

By 

Suzanne Mode
Business Manager

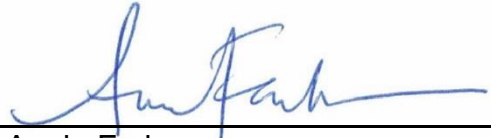
By 

Raul Alvarez
Bargaining Team Member

By 

Chrystal Arceo-Rosales
Bargaining Team Member

COLLECTIVE BARGAINING AGREEMENT
OPEIU LOCAL 8 – NWIRP

By 
Annie Farber
Bargaining Team Member

By 
Jenna Hain
Bargaining Team Member

By 
Suresh Sampath
Bargaining Team Member

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APPENDIX “A” – SALARY SCHEDULES

1. Effective January 1, 2021 the legal advocate, accredited representative and operations scale and the attorney scale will be as reflected in the Appendix “A” salary schedule.
2. Effective January 1, 2021 Employees will advance one step on the salary schedule at their anniversary date of hire except at the fifth (5th), tenth (10th), fifteenth (15th), twentieth (20th), twenty-fifth (25th), thirtieth (30th), thirty-fifth (35th), and fortieth (40th) anniversary of their date of hire. Such employees will advance one (1) additional step on the salary scale on their anniversary date of hire.
3. In August of 2021 the Section 12.2 Rates of Pay of all bargaining unit employees will be opened to negotiate wages for January 1, 2022 and 2023.
4. Any employee employed at NWIRP for ten (10) years or greater will receive the designation of “Senior” in their job title. This “Senior” designation does not come with additional compensation beyond that which is already reflected in the contract.
5. Supervisory Compensation:

Supervisors will receive one thousand dollars (\$1,000), with a cap at seven thousand dollars (\$7,000), for each: employee, full-time fellow or full-time intern supervised (provided the fellow or intern is committed to stay at NWIRP for a period of ten (10) months or longer).

An employee taking on supervision in an interim capacity will receive supervision compensation for the period of interim supervision, provided that the period of interim supervision will be six (6) weeks or longer.

6. Two (2) additional steps for:
Accredited Representatives
Development and Communications Coordinator

COLLECTIVE BARGAINING AGREEMENT
OPEIU LOCAL 8 – NWIRP

Attorney Scale: Effective January 1, 2021 – December 31, 2021

NAP	\$65,022
0	\$67,883
1	\$69,984
2	\$72,169
3	\$74,302
4	\$76,513
5	\$78,656
6	\$80,873
7	\$83,004
8	\$85,204
9	\$87,298
10	\$89,460
11	\$91,315
12	\$93,212
13	\$94,769
14	\$96,360
15	\$97,793
16	\$99,498
17	\$100,990
18	\$102,505
19	\$103,787
20	\$105,084
21	\$106,345
22	\$107,621
23	\$108,859
24	\$110,110
25	\$111,325
26	\$112,438
27	\$113,562
28	\$114,698
29	\$115,845
30	\$117,003
31	\$118,173
32	\$119,355
33	\$120,579
34	\$121,754
35	\$122,972
36	\$124,201
37	\$125,443

COLLECTIVE BARGAINING AGREEMENT
 OPEIU LOCAL 8 – NWIRP

38	\$126,698
39	\$127,965
40	\$129,244

Legal Advocate, Accredited Rep., Operations Scale: Effective January 1, 2021 – December 31, 2021

0	\$52,447
1	\$53,688
2	\$54,929
3	\$56,163
4	\$57,404
5	\$58,635
6	\$59,877
7	\$61,111
8	\$62,352
9	\$63,592
10	\$64,825
11	\$66,067
12	\$67,249
13	\$68,429
14	\$69,611
15	\$70,794
16	\$71,983
17	\$73,166
18	\$74,347
19	\$75,529
20	\$76,712
21	\$77,874
22	\$79,004
23	\$80,084
24	\$81,159
25	\$82,244
26	\$83,346
27	\$84,466
28	\$85,604
29	\$86,754
30	\$87,921
31	\$89,116
32	\$90,314
33	\$91,540

COLLECTIVE BARGAINING AGREEMENT
OPEIU LOCAL 8 – NWIRP

34	\$92,786
35	\$94,044
36	\$95,322
37	\$96,622
38	\$97,942
39	\$99,277
40	\$100,633

psiel#1239/afl-cio

MEMORANDUM OF UNDERSTANDING
BETWEEN
NORTHWEST IMMIGRANT RIGHTS PROJECT
AND
OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 8

I. RECITALS

- A. Northwest Immigrant Rights Project (“Employer”) and the Office of the Professional Employees International Union Local No. 8, AFL-CIO (“Union”) are signatory to a collective bargaining agreement (“Agreement”) which expires on December 31, 2023 (“Expiration Date”).
- B. The Union proposed to reduce the workload of exempt employees covered by the Agreement so that such work could be performed within a thirty-five (35) hour workweek with occasional deviations.
- C. The Employer has agreed to reduce the overall workload of exempt employees (“Workload Reduction Plan”). In support of this Workload Reduction Plan, the Employer will work to decrease the average number of hours worked or compensated as paid leave by each exempt employee below 520 hours per quarter, The Labor Management Committee (“Committee”) established under Article 4 of the Agreement will monitor the Employer’s progress on overall workload reduction for exempt employees, as well as compliance with Section 7.4 Workload Intervention of the Agreement.
- D. The Union agrees to support the Workload Reduction Plan outlined in Recital C as a temporary solution to address the workload problem that exempt employees are currently experiencing. However, the Union’s agreement to this temporary solution for the life of this Agreement does not alter or negate the Union’s long-standing position that the work week for exempt employees is thirty-five (35) working hours with occasional deviations per Section 6.3 Full-time Employees, Section 7.1 Office Hours and Section 7.3 Compensatory Time Off of the Agreement.

II. TERMS AND CONDITIONS

As such, the Employer and the Union agree as follows:

- 1. **Term.** This Memorandum of Understanding (“MOU”) is effective on the Effective Date of the Agreement and expires on the Expiration Date of the Agreement.
- 2. **Committee Workload Review.** As soon as practical, but no later than sixty (60) days from the date of ratification of the Agreement, and then on a quarterly basis thereafter, per Article 4, the Committee will meet to monitor progress made on the Workload Reduction Plan, as well as compliance with Section 7.4 Workload Intervention of the Agreement.
- 3. **Data Sharing.** To support the Committee’s ability to accurately monitor the progress of the Workload Reduction Plan, as well as compliance with Section 7.4 Workload Intervention of the Agreement, the Employer will provide a quarterly report to the Committee seven (7) business

**MEMORANDUM OF UNDERSTANDING
OPEIU LOCAL 8 AND NORTHWEST IMMIGRANT'S RIGHTS PROJECT**

days prior to the meeting which provides the following information for each exempt employee covered by this Agreement:

- a. The total number of hours worked or compensated as paid leave in excess of an average of 40 hours per week for a reporting period roughly equivalent to a quarter, with a breakdown by units. The parties understand that because payroll data is available by pay-period, reports will vary for six or seven pay-period intervals;
 - b. The number of instances where the HR-intervention process outlined in section 7.4 of the CBA was activated during the quarter;
 - c. In relation to compensatory time, the number of instances when an employee has worked more than forty-five (45) hours in one (1) work week in a quarter, and the total number of hours worked in excess of forty-five (45) hours per applicable week; and
 - d. The Employer will also report to the Committee on any additional steps it is taking to manage and/or reduce workloads for exempt employees
4. **Workload Reduction Components.** Any adjustments and/or changes to the workload of exempt employees remains at the discretion of the Employer, and the Employer retains the right to assign work. However, the Employer will consider the following components when adjusting and/or changing the workload of exempt employees in support of the Workload Reduction Plan:
- a. It should be the individual manager or supervisor's job to reduce an exempt employee's workload based on their unit's needs.
 - b. Workload reductions should be determined in conversation with the exempt employee and should allow the exempt employee's suggestions to move forward wherever possible, if deemed reasonable by management;
 - c. The primary method of workload reductions should be a pause in new work assigned;
 - d. In the event that work needs to be reassigned to another employee, care should be taken not to reassign work that overburdens or exceeds the capacity of any other employee;
 - e. Both LMC Union representatives and LMC managers should regularly remind all exempt employees that it is NWIRP's policy to accurately report all of their hours worked on their timesheets so that the Committee can accurately monitor the progress of the Workload Reduction Plan; and
 - f. The HR Director should monitor exempt employees' timesheets for any increase in hours worked and initiate the agreed upon workload intervention process in Section 7.4 of the Agreement, if necessary. In the event the HR director is either unavailable or unable to perform these duties due to other urgent HR needs, the Employer should designate an alternate staff person to temporarily perform these duties on behalf of the HR Director.

**MEMORANDUM OF UNDERSTANDING
OPEIU LOCAL 8 AND NORTHWEST IMMIGRANT'S RIGHTS PROJECT**

5. **Management Rights Retained.** Nothing in this MOU is to be interpreted as to alter any provision of the Agreement.

**NORTHWEST IMMIGRANT RIGHTS
PROJECT**



By _____
Jorge L. Barón
Executive Director

Date: 7/15/2021

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



By _____
Phoebe Feldsher
Union Representative

Date: 7/15/2021


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**LETTER OF UNDERSTANDING
BETWEEN
NORTHWEST IMMIGRANT RIGHTS PROJECT
AND
OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 8**

Northwest Immigrant Rights Project hereinafter known as the "Employer," and Office and Professional Employees International Union Local 8, hereinafter known as the "Union" hereby agree to the following:


Effective January 1st, 2021, NWIRP will put its ORCA transit Passport program that it has been providing to staff in its Seattle office pursuant to section 17.12 of the Collective Bargaining Agreement (CBA) between the Union and the Employer on pause due to the ongoing COVID-19 pandemic. The Employer's ORCA passport commuter benefit will be renewed once it resumes in office operations in the Seattle office. The Employer agrees to temporarily approve reimbursement of parking costs as well as costs associated with personal ORCA cards for the purpose of commuting to work when needed. The approved reimbursement amount is not to exceed \$22.00 dollars per daily instance or exceed a monthly amount of 176.00 per month to commute to the office. Staff planning on going to the office are required to seek prior approval from their supervisor. All reimbursements shall be submitted using the Employer's current standing reimbursement process. Only costs associated with commuting to the office are eligible for reimbursement. All receipts and proper documentation need to be presented along with any reimbursement forms. Reimbursements will be deposited into staff member's direct deposit accounts as per the Employer's regular reimbursement process.

NORTHWEST IMMIGRANT RIGHTS PROJECT

By 

Jorge L. Barón
Executive Director

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

By 

Phoebe Feldsher
Union Representative

Date: July 15, 2021

Date: July 15, 2021

MEMORANDUM OF UNDERSTANDING

Between

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 8

And

NORTHWEST IMMIGRANT RIGHTS PROJECT

COVID-19 Vaccination Requirement

Northwest Immigrant Rights Project (hereafter “Employer”) and the Office and Professional Employees International Union Local 8 (hereafter “OPEIU”) are signatory to a 2021–2023 Collective Bargaining Agreement (“CBA”).

The parties agree to the following terms and conditions:

1. All employees subject to the CBA will be required to be vaccinated against COVID-19 as a condition of employment, subject to the exemptions and limitations outlined below.
2. Employees who have been vaccinated against COVID-19 will submit evidence of their vaccination to Human Resources by September 7, 2021, unless they have done so prior to the effective date of this MOU.
3. Employees who have not been vaccinated will submit evidence to Human Resources of having received the first dose of a COVID-19 vaccine by September 7, 2021. If the vaccine requires a second dose, the employee will submit evidence of having received the second dose by October 5, 2021.
4. The Employer will consider exemptions from the COVID-19 vaccination requirement in the following situations:
 - a. A medical exemption, with documentation from a medical provider for the exemption.
 - b. An exemption for sincerely-held religious beliefs.
5. Requests for exemptions under paragraph 4 must be submitted in writing to Human Resources no later than September 7, 2021. Requests for exemption will not be denied unreasonably but will also not be automatically granted.
6. In the event a medical or religious exemption is not approved, employees will have five (5) business days after denial to file an appeal for their exemption to be reviewed by the Director of Human Resources within five (5) business days of receipt to make a final determination. Employees will be entitled to a union representative or advocate at any appeal meeting.
7. All employees who have been exempted from receiving the COVID-19 vaccine shall be, at a minimum, required to wear a mask in public areas at all times and in private areas when clients, community members, visitors, or other staff are present in the same space. Such employees may only remove masks within NWIRP premises when they are alone in a private space with the door closed. All employees will be expected to follow NWIRP

COVID-19 safety protocols as outlined in NWIRP's interim procedures and reopening plan.

8. Any employee who receives the COVID-19 vaccine experiencing negative symptoms as a result of receiving this vaccine, shall be compensated by the Employer through paid administrative leave for up to five (5) consecutive scheduled work shifts.
9. Any employee receiving the COVID-19 vaccine, who experiences negative symptoms as a result of receiving this vaccine shall have the choice of using any available paid time off (vacation/sick/major disaster leave/floating holiday) or taking leave without pay for consecutive scheduled shifts beyond the five (5) work shifts of paid administrative leave.
10. Should a holiday, as defined in Section 8.2 of the CBA, occur while an employee is recovering from the negative symptoms caused by the mandated COVID-19 vaccine, the employee will be entitled to a floating holiday.
11. Any employee who experiences negative symptoms because of receiving this mandated vaccine, shall not be disciplined for resulting time away from work including but not limited to initial recovery time and all required after care.
12. Except as provided in paragraph 13, all employees employed as of the date of this MOU must submit to HR by September 7, 2021, one of the following: a) evidence they have completed vaccination against COVID-19; b) a request for exemption as provided in paragraph 4; or c) evidence that they have initiated the vaccination process as outlined in paragraph 3.
13. Employees out on approved leaves of absence during the period August 11-13, 2021 will not be required to comply with the provisions of this MOU until three weeks after they return to work, at which point they will be required to submit to HR one of the following: a) evidence of vaccination; b) a request for an exemption; or c) evidence they have received the first dose of a COVID-19 vaccine. If such an employee submits evidence of a first dose of a vaccine, they will be required to submit evidence of having received the required doses of the vaccine within seven weeks after their return to work.
14. Employees covered by the CBA whose service begins after the effective date of this MOU will be required to submit proof of vaccination (or of having received the first dose of a vaccine) or a request for exemption by either a) their first day of employment; or b) September 7, 2021, whichever is later. New employees who submit proof of having received the first dose of a COVID-19 vaccine will be required to submit evidence of having received the required doses of the vaccine within four weeks of starting employment.
15. Unless exempted, employees who fail to comply with the COVID-19 vaccination requirement as outlined in this MOU will be subject to disciplinary action, up to and including termination of employment. Employees will have access to the grievance procedures as outlined in Article 16 of the CBA and will have the right to union representation during any disciplinary proceeding as outlined in section 15.2 of the CBA.

MEMORANDUM OF UNDERSTANDING
NWIRP/ OPEIU Local 8

The terms of this MOU shall become effective upon signature by all parties below.

All other terms and provisions of the 2021– 2023 Collective Bargaining Agreement shall remain in full force and effect.

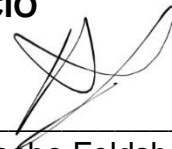
Northwest Immigrant Rights Project



By _____
Jorge L. Barón
Executive Director

Date: 09/02/2021

**Office and Professional Employees
International Union Local No.8,
AFL-CIO**



By _____
Phoebe Feldsher
Union Representative

Date: 9/02/2021