



Office and Professional Employees International Union  
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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

WASHINGTON STATE LABOR COUNCIL  
ADMINISTRATIVE STAFF

AND

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

FOR THE PERIOD OF

MAY 1, 2021 THROUGH APRIL 30, 2024

COLLECTIVE BARGAINING AGREEMENT  
OPEIU LOCAL 8 – WSLC ADMINISTRATIVE STAFF

TABLE OF CONTENTS

	<u>PAGE</u>
Appendix A.....	16
Automobile, Transportation, Parking, Expenses .....	9
Definitions .....	3
Duration and Renewal .....	14
Existing Standards .....	12
Grievance Procedures .....	13
Health and Welfare .....	8
Holidays .....	5
Job Descriptions .....	11
Labor/Management Committee.....	14
Layoff, Separation and Recall .....	3
Leave .....	5
Miscellaneous .....	14
Non-Discrimination.....	12
Occupational Health and Safety.....	12
Payroll Deductions .....	12
Pension .....	10
Picket Lines.....	14
Preamble.....	1
Recognition .....	1
Salary Schedule.....	11
Seniority .....	2
Separability .....	12
Union Business .....	2
Union Security/Union Deductions .....	1
Vacation.....	4

COLLECTIVE BARGAINING AGREEMENT

WASHINGTON STATE LABOR COUNCIL ADMINISTRATIVE STAFF

PREAMBLE

THIS AGREEMENT, dated this 1st day of May 2021, is entered into by the WASHINGTON STATE LABOR COUNCIL, designated as WSLC or EMPLOYER and OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 8, designated as the UNION or OPEIU LOCAL 8.

ARTICLE 1

RECOGNITION

The Washington State Labor Council recognizes Office and Professional Employees International Union Local 8 as the sole and exclusive collective bargaining agent for the purpose of collective bargaining in all matters pertaining to wages, hours and working conditions of all administrative employees in all classifications of work in effect at the signing of this Agreement, including, but not limited to, Agent, Assistant, Director, COPE Coordinator, Intern, and all future administrative classifications created or revised during the term of this Agreement.

ARTICLE 2

UNION SECURITY/UNION DEDUCTIONS

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

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

Section 2.3 The Employer will deduct an amount equal to the Union's initiation fee and uniform monthly dues from the pay of each member of the bargaining unit who voluntarily executes a wage assignment authorization form.

Dues deductions will be transmitted to the Union by check payable to its order on or before the fifteenth (15th) of each month.

Section 2.4 Covered employees who fail to meet the requirements of Sections 2.1 or 2.2 of this Article, upon written notice to the Employer from the Union, will be discharged.

Section 2.5 The Employer agrees that each employee hired and classified as intern, upon completion of thirty-one (31) days of employment, shall be subject to the terms of this Article.

Section 2.6 Newly hired employees shall have six (6) months probationary period to qualify for a position. After the probationary period has been completed, a discharged employee shall have the right to grieve such discharge in accordance with the provisions of Article 20 of this Agreement.

Section 2.7 HARDSHIP FUND 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 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 15<sup>th</sup> day following the last payday of each month. The Union holds the Employer harmless from all claims, demands or other forms of liability that may arise against the Employer for or on account of any such deductions.

Section 2.8 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 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 15<sup>th</sup> day following the last payday of each month. The Union holds the Employer harmless from all claims, demands or other forms of liability that may arise against the Employer for or on account of any such deductions.

### ARTICLE 3

#### UNION BUSINESS

Section 3.1 A bulletin board shall be made available to the Union in a convenient location in the Employer's place of business for the purpose of posting Union notices.

Section 3.2 The Union Representative of the Union shall be allowed admission to the Employer's place of business at any reasonable time for the purpose of investigating conditions existing on the job.

Section 3.3 The Union shall have the right to set up its regular Shop Steward machinery. The Employer shall be notified which employee or employees are to be designated as Shop Steward. A Steward may investigate and attempt to resolve any grievances or disputes between employees and the Employer which arise out of the terms of this Agreement.

### ARTICLE 4

#### SENIORITY

Section 4.1 DEFINITION. Seniority shall be defined as an employee's length of continuous service with the Employer. Seniority shall be the determining factor in vacation scheduling, reduction in hours, layoff and recall from layoff unless ability and qualifications are unequal as determined by the Employer and, the Employer shall not act in an arbitrary and capricious

manner.

Section 4.2 Employees shall be notified of all job vacancies at least five (5) working days before soliciting applicants from outside the bargaining unit. Seniority shall be considered in selecting the applicant if the bargaining unit employee is competent to perform the job with basic orientation and training, with the Employer making the final decision.

## ARTICLE 5

### DEFINITIONS

#### Section 5.1 DEFINITIONS AS USED IN THIS AGREEMENT:

Section 5.1(a) EMPLOYEE. Any permanent full-time or permanent part-time employee who has been in the employ of the Employer for over thirty (30) calendar days.

Section 5.1(b) PERMANENT FULL-TIME EMPLOYEE. A permanent full-time employee is an employee who has been in the employ of the Employer full time for a period of over thirty (30) calendar days and works a regular continuing schedule, within five (5) consecutive days, and shall be entitled to full benefits under the terms of this Agreement.

Section 5.1(c) PERMANENT PART-TIME EMPLOYEE. A permanent part-time employee is an employee who works less than a regular schedule of five (5) consecutive days and who has been in the employ of the Employer for a period of over thirty (30) calendar days and shall be granted vacation, sick leave, and holiday pay on the same basis as a full-time employee, prorated to the number of hours worked per month.

Section 5.1(d) INTERN EMPLOYEE. An employee may be hired for training purposes for a period of up to one (1) year. The period of internship may be extended upon agreement between the Employer, employee and Union. An intern shall be covered by all terms and conditions of the Agreement except for the Layoff, Separation and Recall Article and provisions of Article 6, Article 7 and Article 11, Sections 11.1, 11.2, 11.3 and comp time. All interns shall be laid off prior to a layoff of a permanent employee. Interns shall be paid a minimum salary of at least \$600 per week for a full-time position. Medical insurance will be provided for interns after six (6) months of service. The Employer may title such employee(s) as deemed appropriate.

Section 5.1(e) COMP TIME. If the Employer requires that an employee attend a conference or business function, the employee will qualify for comp time. If an employee requests to attend an out-of-town function, comp time will not be granted for travel time on weekends. When staff works weekends on local WSLC business, comp time can be taken for all comp hours worked.

## ARTICLE 6

### LAYOFF, SEPARATION AND RECALL

Section 6.1 An employee laid off shall have the right to recall to the job being performed at

the time of layoff for a period of one (1) year, severance, and the good offices of the Washington State Labor Council will support job search efforts. An employee laid off shall qualify for one-half (½) of one (1) month's pay for each full year of service up to a two (2) month maximum and health benefits for up to four (4) months. During this time, laid-off employees shall be required to notify the Employer within seven (7) calendar days of securing other health insurance. The Council shall discontinue its coverage once the employee's new health benefits become effective. Prior to the implementation of a layoff and with the mutual agreement of the Employer, employees and Union, the Employer will consider alternatives to layoff. Such alternatives will include reassignment of duties, work share and reduced workweeks. In the event of a layoff, the laid off employee(s) shall receive a positive letter of reference.

Section 6.2 An employee laid off shall have the same right as any other individual to apply for another opening with the Employer. Such application shall not prejudice the employee's right to recall in the event the job the employee was performing at the time of layoff becomes available.

Section 6.3 Coinciding with the President's first term of office, staff members covered by this Agreement may be separated from employment upon sixty (60) days written notice from the President. Such notice must be given to the affected employee within sixty (60) days of the beginning date of the President's term or such notice shall not be valid.

Employees separated under this provision will receive one (1) month of pay with health care benefits for each year of service, up to a maximum of six (6) months.

Section 6.4 Upon layoff, separation, voluntary resignation, except discharge for gross misconduct, an employee shall be paid for all unused earned vacation and sick leave in accordance with the terms of this Agreement.

Section 6.5 Any employee who chooses to run for elected full-time compensated office within our affiliated bodies shall take a mandatory leave of absence without compensation or benefits for the duration of the campaign.

## ARTICLE 7

### VACATION

Section 7.1 Employees shall earn vacation at the rate of 1.92 days per month to be taken anytime in that calendar year, January 1 through December 31. Employees shall pay back the Employer any vacation used but not earned as of their date of separation. There shall be no carry over of earned vacation time from one year to the next.

Section 7.2 SCHEDULE CHANGES. When an employee is unable to take a previously scheduled vacation for reasons beyond his/her control, such as accident, sickness, disability, jury duty, program assignment requirement, etc., the Employer and employee will reschedule the vacation within the calendar year. In the event there is not sufficient time remaining in the calendar year to reschedule such vacation, or should such absence or program continue to the end of the year or extend into the following year, the Employer and the employee shall

reschedule the vacation in the following year. Such rescheduling agreements shall be in writing.

Section 7.3 In the event of conflicts in scheduling, vacation preference shall be by seniority. Vacation scheduling shall be completed by February 15 each year or within thirty (30) days of the time the Employer requests employees to submit their requests, whichever is later. Vacation preference for requests submitted after that date shall be in the order received.

Section 7.4 VACATION PAYMENT. Vacation pay will be paid in advance of the employee's vacation if requested by the employee.

## ARTICLE 8

### HOLIDAYS

Section 8.1 The following named holidays shall be granted with no reduction in salary:

New Year's Day	Indigenous Peoples Day
Presidents' Day	Veterans' Day
Martin Luther King Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Juneteenth	Last Working Day Before Christmas Day
Independence Day	Christmas Day
Labor Day	One Employee Choice Holiday

Section 8.2 Each employee shall be scheduled off, each year, between Christmas and New Year's Day and shall be compensated for all regular workdays missed within that period.

Section 8.3 Employees assigned to work by the Employer on a holiday recognized in this Agreement shall receive holiday pay at the rate of time and one-half (1 ½).

Section 8.4 In the event an employee is required to work on Labor Day, Martin Luther King Day, Juneteenth, Indigenous Peoples Day, Presidents' Day or time between Christmas and New Year's Day, said employee shall be granted an additional Employee Choice Day in lieu of overtime compensation.

Section 8.5 If any of the aforementioned holidays fall on Saturday, the holiday will be the preceding Friday. If the holiday falls on Sunday, the following Monday shall be considered the holiday.

## ARTICLE 9

### LEAVES

Section 9.1 Sick leave with pay shall be accrued on the basis of (1.25) days for each month of continuous service. Sick leave shall accrue to each employee to a maximum of one hundred and twenty (120) days, prorated for part-time employees and earning a minimum of one (1)

hour for every forty hours of compensation. Sick leave shall be granted for each full day of sick leave absence:

- (1) to cover an absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care;
- (2) to allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care;
- (3) when the employee's place of business has been closed by order of a public official for any health-related reason, or when an Employee's child's school or place of care has been closed for such a reason;
- (4) to cover an absence that qualifies for leave under the domestic violence leave act, chapter 49.76 RCW;
- (5) dental and optical examination and/or treatment of the employee, spouse/partner and dependent children. "Family member" is defined as a child or parent (including biological, adopted, foster, step or legal guardian), a spouse, domestic partner, spouse's parent, grandparent, grandchild, sibling or any individual who regularly resides in the employee's home or where the relationships create an expectation that the employee will care for the person and that individual depends on the employee for care. Employees who must be absent shall promptly notify the Employer of their inability to report for work so that necessary adjustments in work assignments can be made to assure orderly continuity of the Employer's business.

Section 9.2 Upon termination of employment, an employee shall be paid for twenty-five percent (25%) of up to one hundred (100) days of the employee's unused sick leave or upon written request by the employee, apply all unused sick leave as service time in the calculation of Pension Plan benefits.

Section 9.2(a) RETIREE MEDICAL. An employee who retires at the age of 55 or older may choose to be paid for twenty-five percent (25%) of up to one hundred (100) days of the employee's unused sick leave or convert twenty-five percent (25%) of up to one hundred and twenty (120) days of the employee's unused sick leave for the Employer to purchase monthly retiree medical premiums through a medical plan of the employee's choice. Such payments shall continue until the accrued sick leave is exhausted.

Section 9.3 WASHINGTON PAID FAMILY & MEDICAL LEAVE. The Employer shall pay the full premium amount (Employer and employee share) of Paid Family and Medical Leave premiums pursuant to RCW 50A.10.030(3) (d). The Employer shall compensate any remainder of current wages not paid by the Employment Security Department when taking Washington Paid Family & Medical Leave.



Section 9.4 BEREAVEMENT LEAVE. An employee shall be allowed bereavement leave without loss of pay in the event of a death in the family. "Family" is defined as spouse, son, daughter, mother, father, mother-in-law, father-in-law, existing ex-spouses, significant others, grandparents, brother, sister, step-parents, stepchildren, grandchildren or relations residing with the employee. Such bereavement leave shall be approved by the Employer.

Section 9.5 PERSONAL LEAVE. Upon written request of an employee, the Employer, at its discretion, may grant a request for a personal leave without pay.

Section 9.6 MILITARY LEAVE. An employee inducted into the Armed Services of the United States, or recalled to active duty with the Armed Services, shall accumulate seniority and retain all other rights under this Agreement while in such service, and on return from such service may claim the original job, or if that job be no longer in effect, a comparable job with a salary no less than what that employee would have received had the service with the WSLC been continuous; provided that, the employee apply for reinstatement within ninety (90) days after release from the Armed Services.

An employee who is a member of a reserve component of the Armed Forces who is required to enter upon active annual training duty or temporary special services shall be paid the difference between the amount of pay he received from the federal or state government for such duty and his normal weekly earnings for the time lost while on such duty up to a maximum period of four (4) weeks per year. This Section shall only apply as required by applicable federal or state laws.

Section 9.7 JURY DUTY AND WITNESS LEAVE. Employees shall be provided leave with supplemental pay during periods of service resulting from subpoena by any court of competent jurisdiction or a call to serve on a Superior or Federal Court jury. Supplemental pay from the Employer shall be an amount which, when combined with the pay received by the employee for such subpoena, or jury duty, shall equal the total regular salary which would have been received by the employee from the Employer for the same period of time.

Section 9.8 INDUSTRIAL ACCIDENT LEAVE. Any employee covered by this Agreement, who is injured while in the course of employment or arising out of employment with the Employer, shall have all insurance benefits maintained during periods of industrial injury or until such time as eligible for social security disability benefits except such continuance shall not exceed one year.

Section 9.9 PROFESSIONAL, CRAFT OR SKILL DEVELOPMENT LEAVE. Employees with four (4) years or more seniority, have the option to request unpaid leave of up to three (3) months, a quarter or a semester, at a time mutually agreed upon, for the purpose of enhancing their professional/skill development and for the benefit of the organization. The Employer shall pay up to \$500 for any necessary tuition, books or supplies for professional or skill development. Health and welfare benefits shall remain in full force and effect during this leave and all other conditions remain stable.

Section 9.10 UNPAID FAMILY LEAVE. Following Family Medical Leave, an additional unpaid leave of up to six (6) weeks over the next twelve (12) months shall also be granted, at the employee's request. Health and welfare benefits shall remain in full force and effect and all

other conditions remain stable.

Section 9.11 POLITICAL LEAVE. Upon request, employees may be granted political leave in accordance with the following conditions:

- (a) Within two (2) weeks' notice, an employee may be granted continuous leave without pay and benefits for the purposes of campaigning for employee's own election as mutually agreed upon.
- (b) If the employee is elected or appointed to the office, the Employer shall return the employee to the same or mutually agreed upon position until such time that employee's elected term of office necessitates leaving their position. Any employee may hold a political office and continue as an employee for as long as it does not interfere with their position.
- (c) If political leave is extended beyond one (1) year, the employee's right to return is not guaranteed.

Section 9.12 UNPAID LEAVE OF ABSENCE. After every ten years of employment as Administrative Staff, an employee shall be granted an unpaid leave of absence for up to one (1) consecutive month in recognition of their years of service. Requests shall be in writing and taken at a time mutually agreed upon by the Employer and employee. Such leave shall be allowed to be taken in conjunction with the employee's annual vacation. Health and welfare benefits shall be paid by the Employer during this leave.

## ARTICLE 10

### HEALTH AND WELFARE

Section 10.1 Effective with May 2021 hours, the Employer agrees to pay into the jointly administered Puget Sound Benefits Trust or such other Health and Welfare Plan as may be mutually agreed upon by the Employer and the Union, to provide eligible employees with the following benefits: Medical, Dental Orthodontic, Vision, Life/Accidental Life and Dismemberment, Long-term Disability and Short-term Disability coverage. Medical insurance through the Puget Sound Benefits Trust shall be Plan B, the Preferred Provider Option Plan (PPO) with a \$250 deductible or Kaiser Permanente benefits. The deductible for employee only is to be paid by the Employer. Effective July 1, 2021, Short-term Disability benefits will be paid at \$350 per week.

Section 10.2 MAINTENANCE OF BENEFITS. The Employer agrees that during the life of this Agreement it will pay any increase in contributions or rates required by the service provider to maintain the present benefit schedule. In addition, the Employer agrees that in the event additional benefits are required by regulation, ordinance, statute or law of any governmental entity during the life of this Agreement, then the Employer agrees to pay such increased contributions or rates that are required by the service provider to obtain such additional benefits.

Section 10.3 INDUSTRIAL INSURANCE. All employees shall be covered under the

Washington State Industrial Insurance Act and the Employer shall pay the full cost of required State Industrial Insurance.

Section 10.4 LIFE INSURANCE. The Employer shall continue to provide, at no cost to the employee, the Employer's life insurance coverage in effect for all employees covered by this Agreement. Employees hired after the effective date of this Agreement shall be provided such life insurance at no cost to the employee. Minimum standards of such life insurance shall be a \$30,000 lump sum payment and one (1) year's salary compensation.

## ARTICLE 11

### AUTOMOBILE, TRANSPORTATION, PARKING, EXPENSES

Section 11.1 AUTOMOBILES. The Employer shall furnish a car for all employees, or at the option of the Employer, provide a monthly car allowance, except the position of Accounting Manager and Communications Director will not be covered by this Section. Employees who are provided a car shall also be provided with maintenance, gas and insurance to be paid by the Employer. An employee's preference to receive either a car or the monthly car allowance will be seriously considered by the Employer.

Employees who are provided a monthly car allowance shall receive \$650 per month and automobile insurance shall be paid by the Employer. If the cost of driving (gasoline and car maintenance) exceeds the monthly auto allowance amount, employee(s) may request an additional allowance amount or be furnished a car and such requests shall be seriously considered.

The Employer will provide up to ten percent (10%) above the highest cost paid by the Washington State Labor Council for non-risk drivers to include \$1 million liability insurance plus comprehensive with towing coverage. Employees owning their own vehicle will be responsible for paying any difference for insurance coverage.

If during this Agreement the Employer discontinues the practice of providing automobiles, the Employer shall provide at least ninety (90) days written notice to the Union to allow for the Union and Employer to bargain over this change in working conditions.

All bargaining unit employees shall keep a log of work related miles on an annual basis in accordance with current policy.

Refer issues regarding automobiles to a labor/management committee to discuss procedures.

Section 11.2 PARKING. The Employer shall provide monthly parking for employees assigned to the Seattle office and regularly assigned to the Olympia office.

Section 11.3 CREDIT CARDS. Each employee furnished with an automobile shall be provided with a credit card to be used for expenses.

Section 11.4 EXPENSES. Each employee shall be supplied with a credit card for all approved expenses in performance of the Employer's operations. For those out-of-pocket

expenses which cannot be charged, employees shall be reimbursed upon submission of expense reports and proof of purchase (receipts). The Employer may develop rules and guidelines to define approved expenses.

## ARTICLE 12

### PENSION

Section 12.1 All members of the bargaining will be part of the AFL-CIO Pension Plan and governed by its rules and regulations.

Section 12.1(a) As of April 1, 1987, the Employer agrees to pay the employee's pension contribution to the Plan.

Section 12.2 All bargaining unit employees employed shall be vested in the Pension Plan after three (3) years of service.

Section 12.3 Effective since May 1, 1998, the Employer will contribute matching funds up to five percent (5%) of a participating employee's income into the Office and Professional Employees Retirement Plan, a deferred savings plan for employees. Effective June 1, 2014, bargaining unit employees that choose the Kaiser Permanente option of Puget Sound Benefits Trust, the Employer will provide an additional two percent (2%) Employer contribution into the Office and Professional Employees Retirement Plan on their behalf.

An amount may be elected by each employee as a reduction in the minimum salary schedule described in the Salary Schedule for the purpose of contributing such amount to the Office and Professional Employees Retirement Plan, a 401(k) plan. The Employer shall transmit the amounts withheld from such employees' wages as soon as the funds can be reasonably segregated from the Employer's general assets but in no event later than the 15<sup>th</sup> business day of the month. The Employer acknowledges that if its pre-tax wage deferrals are determined to be delinquent, it is responsible under Department of Labor guidance for interest on the amounts paid untimely. At least quarterly each calendar year, an employee can elect any amount of salary reduction not to exceed any tax restrictions. The forms for the election shall be provided by the administrative office of the aforesaid Trust Fund. The resulting salary level shall be considered to be the negotiated salary level for that employee for the remainder of this Agreement following the election. However, for the purposes of determining any other amounts under this Agreement based upon wage level, the original amount described in the Salary Schedule shall apply.

The Employer agrees to provide such information with respect to employees covered by the Collective Bargaining Agreement as may be needed by the administrator of the Office and Professional Employees Retirement Plan to complete any required IRS discrimination tests. The Employer agrees to be bound by the terms of the Plan document and Trust Agreement.

ARTICLE 13

SALARY SCHEDULE

Section 13.1 The salary rates for all employees covered by this Agreement is found in Appendix A - "Salary Schedules."

Section 13.1(a) Effective May 1, 2021, all pay rates of bargaining unit employees and the Salary Schedule shall be increased by five percent (5%). All bargaining unit employees not currently at Step 9 on the Salary Schedule shall move up a step on their anniversary date of assuming their current position.

Section 13.1(b) Effective May 1, 2022, all pay rates of bargaining unit employees and the Salary Schedule shall be increased by three percent (3%). All bargaining unit employees not currently at Step 9 on the Salary Schedule shall move up a step on their anniversary date of assuming their current position.

Section 13.1(c) Effective May 1, 2023, all pay rates of bargaining unit employees and the Salary Schedule shall be increased by three percent (3%). All bargaining unit employees not currently at Step 9 on the Salary Schedule shall move up a step on their anniversary date of assuming their current position.

Section 13.2 Progression from one step to a higher step shall be at the completion of a year's employment. Assignment to a specific title shall be a decision of the Employer. No employee shall suffer a reduction in pay when moving from Coordinator to Director.

Section 13.3 Paydays shall be the Wednesday following the week the employee worked. In the event that the designated payday falls on a holiday covered by this Agreement, paychecks shall be electronically transferred on the workday preceding the holiday and shall be dated accordingly.

Section 13.4 Upon written request from the employee, the Employer agrees to remit the employee's paychecks to their designated financial institution. The Employer agrees that the remittance will be mailed to the designated financial institution no later than two (2) days prior to the designated payday, or its alternative as specified in Section 13.3. The Employer agrees to remit the employee's paycheck by electronic transfer. The Employer agrees that electronic transfers shall occur the same day as paydays.

ARTICLE 14

JOB DESCRIPTIONS

Each position in the bargaining unit is to have a written job description. The Employer shall review and update job descriptions periodically or upon request by the Union, but no more than once per year, so that the descriptions accurately reflect the work being performed. Should new jobs be created or present jobs substantially changed, the Employer and the Union, by mutual agreement, shall classify and title such new positions.

ARTICLE 15

PAYROLL DEDUCTIONS

Payroll deductions shall be allowed. Each employee shall notify the Employer, in writing, of the desired payroll deductions and any changes to the deductions.

ARTICLE 16

NON-DISCRIMINATION

Section 16.1 The Employer agrees that he will not discriminate against an employee because of Union activity.

Section 16.2 Neither the Union nor the Employer in carrying out their obligations under this Agreement, shall discriminate in matters of hiring, training, promotion, transfer, layoff, discharge or otherwise because of race, color, creed, national origin, sex, age, marital status, sexual orientation, gender identity and expression, genetic information, ancestry, parental status, political affiliation and activity, active military or status as an armed services veteran.

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

ARTICLE 17

EXISTING STANDARDS

No employee, as a result of implementation of this Agreement, shall incur any reduction in compensation or established benefits other than modified by this Agreement.

ARTICLE 18

OCCUPATIONAL HEALTH AND SAFETY

All applicable state and federal Occupational Health and Safety laws, codes and standards shall be incorporated into this contract by reference.

ARTICLE 19

SEPARABILITY

In the event any provision of this Agreement shall at any time be determined invalid by any court of competent jurisdiction or through government regulations or decrees, such decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions not declared invalid shall remain in full force and effect.

The parties shall meet in good faith to revise any provision of this Agreement which is declared invalid by a decision of a court, tribunal, regulation or decree.

## ARTICLE 20

### GRIEVANCE PROCEDURES

Section 20.1 No employee shall be disciplined or discharged except for just cause. Upon termination, an employee, upon request, shall receive written notice from the Employer or his/her agent stating the true cause of termination.

Section 20.2 Any grievance or dispute concerning the application or interpretation of this Agreement must be presented in writing by the aggrieved party to the other party within thirty (30) days from the date of the occurrence giving rise to such grievance or dispute. Such grievances shall be adjusted by accredited representatives of the Employer and Union Representative or Union designee.

In the event of the failure of these parties to reach satisfactory adjustment within twenty-one (21) days from the date the grievance is filed in writing by the aggrieved party, the matter must be referred by the moving party for final adjustment to a Labor Relations Committee consisting of two (2) members representing the Employer (1 member from Management and 1 Vice-President selected by the Washington State Labor Council Executive Board) and two (2) members from the Union (1 Union Representative and 1 Union designee) and the decision of the Labor Relations Committee shall be final and binding.

In the event the Labor Relations Committee fails to reach an agreement within seven (7) days from the date a grievance is considered by the Committee, the moving party must, within seven (7) days thereafter, refer the grievance to arbitration by requesting the Federal Mediation and Conciliation Service to submit a list of eleven (11) names of qualified arbitrators from which the parties shall select the arbitrator.

In the event the moving party submits a request for a panel of arbitrators in accordance with the foregoing provisions and the Federal Mediation and Conciliation Service fails to provide such a list within twenty-one (21) days from the date of request, the parties may mutually select an arbitrator.

The Labor Relations Committee and the arbitrator shall have no power to add to, subtract from, or change or modify any provision of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they apply to the specific facts of the issue in dispute. The decision of the arbitrator shall be final and binding on all parties and shall be rendered within thirty (30) days from the close of the hearing or the receipt of briefs, whichever is later. The fees of the arbitrator shall be borne one-half (½) by the Union and one-half (½) by the Employer party to the arbitration.

Section 20.3 The Employer and the Union agree to make available to the other such pertinent data as each may deem necessary for the examination of all circumstances surrounding a grievance. The arbitrator shall be empowered to effect compliance with this provision by requiring the production of documents and other evidence.

Section 20.4 Employees covered by this Agreement must go through the procedure set forth herein before going to any outside source or their right for arbitration will be forfeited.

ARTICLE 21

PICKET LINES

It is understood and agreed that refusal by an employee, covered by this Agreement, to go through a bona fide labor union picket line shall not constitute a violation of this Agreement nor shall such refusal by an employee be cause for discharge or disciplinary action of any kind.

ARTICLE 22

LABOR/MANAGEMENT COMMITTEE

By September 20, 2021, the Employer and the Union agree to establish a Labor/Management Committee to create an atmosphere of trust and cooperation and to facilitate the administration of the Labor Agreement. The Committee shall be comprised of up to three (3) management representatives appointed by the Employer and up to three (3) Union members appointed by the Union. The Union Representative may attend any and all meetings. The Committee as a whole may invite other employees or managers to attend and participate in committee meetings as mutually agreed. The Committee shall meet as needed but at least every four (4) months.

The Committee shall receive training in the effective operation of such a Committee by the Federal Mediation and Conciliation Service or comparable training. The Labor/Management Committee may not alter terms of the Contract and the employee members cannot finalize anything without the approval of the Union and the entire bargaining unit.

ARTICLE 23

MISCELLANEOUS

Section 23.1 FLEXIBLE SAVINGS ACCOUNT. Employees may voluntarily deduct salary into a tax deferred account, established by the Employer, for the payment of health and welfare needs of the participating employee.

Section 23.2 ERGONOMIC ASSESSMENT OF THE WORKPLACE. Such assessments shall be provided by the Employer upon request by an employee.

ARTICLE 24

DURATION AND RENEWAL

This Agreement shall be in full force and effect until April 30, 2024 and shall continue in effect from year to year thereafter unless either party gives notice in writing, at least sixty (60) days prior to any expiration or modification date of its desire to terminate or modify such agreement;

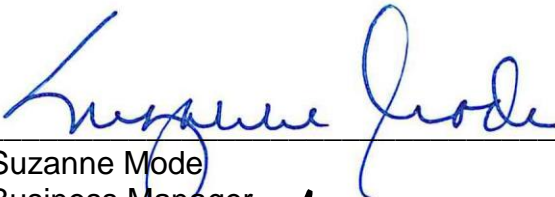


COLLECTIVE BARGAINING AGREEMENT  
OPEIU LOCAL 8 – WSLC ADMINISTRATIVE STAFF

provided, in the event the Union serves written notice in accordance with this Section, any strike or stoppage of work after any expiration or modification date shall not be deemed in violation of any provision of this Agreement

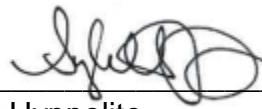
EXECUTED this \_\_\_\_\_ day of September 2021.

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

By   
Suzanne Mode  
Business Manager

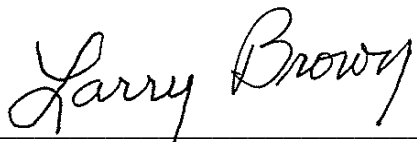
By   
Ingrid Chapman  
Bargaining Committee


By   
Emmanuel Flores  
Bargaining Committee

By   
Sybill Hyppolite  
Bargaining Committee

By   
Sarah Tucker  
Bargaining Committee

WASHINGTON STATE LABOR COUNCIL

By   
Larry Brown  
President

By   
April Sims  
Secretary-Treasurer

**APPENDIX “A”**

**WSLC Admin Wage Scale**

Effective May 1, 2021: (+5%)

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>
Coordinator	\$1,493.10	\$1,548.75	\$1,605.45	\$1,665.30	\$1,725.15	\$1,790.25	\$1,857.45	\$1,894.20	\$1,930.95
Director	\$1,711.50	\$1,775.55	\$1,840.65	\$1,908.90	\$1,977.15	\$2,051.70	\$2,126.25	\$2,168.25	\$2,211.30

Effective May 1, 2022: (+3%)

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>
Coordinator	\$1,537.89	\$1,595.21	\$1,653.61	\$1,715.26	\$1,776.90	\$1,843.96	\$1,913.17	\$1,951.03	\$1,988.88
Director	\$1,762.85	\$1,828.82	\$1,895.87	\$1,966.17	\$2,036.46	\$2,113.25	\$2,190.04	\$2,233.30	\$2,277.64

Effective May 1, 2023: (+3%)

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>
Coordinator	\$1,584.03	\$1,643.07	\$1,703.22	\$1,766.72	\$1,830.21	\$1,899.28	\$1,970.57	\$2,009.56	\$2,048.54
Director	\$1,815.73	\$1,883.68	\$1,952.75	\$2,025.15	\$2,097.56	\$2,176.65	\$2,255.74	\$2,300.30	\$2,345.97