



Office and Professional Employees International Union
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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**PROFESSIONAL AND TECHNICAL EMPLOYEES LOCAL 17
(PROTEC17)**

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 – PROTEC17

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COLLECTIVE BARGAINING AGREEMENT
PROFESSIONAL AND TECHNICAL EMPLOYEES LOCAL 17
(PROTEC17)

PREAMBLE

This Agreement is between the PROFESSIONAL AND TECHNICAL EMPLOYEES LOCAL 17 (hereinafter called the Employer) and OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 8 (hereinafter called the Union) for the purpose of setting forth the mutual understanding of the parties regarding wages, hours, and other conditions of employment of those employees for whom the Employer has recognized (as referred in Article 1) the Union as the exclusive bargaining representative.

ARTICLE 1

RECOGNITION OF THE UNION

Section 1.1 The Employer agrees to recognize the Union as the sole and exclusive collective bargaining agent with respect to rates of pay, hours, and all other terms and conditions of employment for the appropriate bargaining unit herein established and described as follows: All clerical employees performing the duties described in the attached job descriptions and/or doing work that has historically been performed by the bargaining unit.

Section 1.2 UNION LABEL. All correspondence of any type sent out of any office under this Agreement shall bear the Union label of the Office and Professional Employees Local No. 8, except that letters written by the Union Representatives and/or Directors of the Employer need not bear this label.

ARTICLE 2

MANAGEMENT RIGHTS

It is understood and agreed by the parties that management possesses the exclusive right to manage and operate the business office in the most efficient, effective, and courteous manner possible. All the ordinary and inherent rights of management, not specifically limited by this Agreement, shall be retained in full by the Employer.

ARTICLE 3

UNION SECURITY/UNION BUSINESS

Section 3.1 The Employer agrees that all new employees hired subsequent to the effective date of this Agreement shall, as a condition of employment, thirty-one (31) days from the date of employment, become and remain members of the Union in good standing.

Section 3.2 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 execute a wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. A copy of the authorization form will be used by the employees as set forth in Exhibit "A" to this Agreement. Dues deductions will be transmitted to the Union by check payable to its order within thirty (30) days of the deduction.

Section 3.3 The Union Representative shall be allowed admission to the Employer's premises covered by this Agreement at any reasonable time, for the purpose of investigating conditions relating to this Agreement, and the Union Representative will first make his or her presence known to the Employer.

Section 3.4 The Employer shall recognize the Office Steward who shows authority from the Union, as a duly accredited Union representative who, upon notifying his/her designated supervisor or officer, may investigate all grievances.

Section 3.5 The Employer agrees to deduct the sum specified from the pay of each member of the bargaining unit who voluntarily executes an OPEIU Local 8 PAC Check-Off Authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms.

Section 3.6 Deductions shall begin the first pay period of the first month following receipt of check-off authorization and shall continue in a like manner until the check-off authorization is revoked in writing. The check-off authorization shall designate the amount to be deducted and in which pay period(s) deductions will be made.

Section 3.7 A check payable to OPEIU Local #8 PAC for the amounts deducted and a roster of all bargaining unit employees using payroll deduction for voluntary political action contributions will be transmitted to the Union once a month. Upon issuance and transmission of this check to 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 3.8 The Union agrees to indemnify and save harmless the Employer from any and all liability resulting from the dues check-off system.

ARTICLE 4

HIRING PROCEDURE

Section 4.1 Regular full-time and regular part-time employees shall be hired on a probationary period for the first six (6) months of employment. Such a probationary period may be extended by an additional three (3) months and the Employer shall notify the Union and the Worker in writing upon extending the probationary period. Termination or discipline during this period will not be subject to review by the Union.

Section 4.2 Prior to hiring from outside sources, notice of all job vacancies for positions

covered under the Collective Bargaining Agreement shall be posted in the workplace. This notice shall be posted for three (3) working days and shall include job title, labor grade and a brief description of job duties, including minimum qualifications and necessary skills. Those employees who make application during the three (3) day period will be considered for the position.

ARTICLE 5

SENIORITY

Section 5.1 Seniority shall be calculated from the last date of hire. Where ability is substantially equal, seniority shall be observed in layoffs, rehires, transfers, vacation preference, and shift changes. For promotions where ability is substantially equal, seniority shall be observed. For promotions where management determines there is a meaningful difference in ability in one candidate over another, management reserves the right to promote that employee who proves to be the most qualified candidate. Seniority, when laid off, shall continue for a period of twenty-four (24) months. For rehire, the employee may contact the Employer's office making themselves available for work.

Section 5.2 An employee shall lose his/her seniority rights for any one of the following reasons: Voluntary termination, discharge for cause, failure to report from layoff within ten (10) working days after notification to report to work. Notice shall be sent by registered mail, return receipt requested and by regular USPS mail to the employee's last known address.

Section 5.3 The Employer, upon rehiring, shall do so in the inverse order of seniority. He or she shall rehire the last employee laid off; providing, however, that such employee has the qualifications for the position for which he/she is rehiring. Under no circumstances shall the Employer hire from the open market while employees laid off within the last twenty-four (24) months are qualified to perform the duties of the position and are ready, willing and able to be re-employed. The last employee laid off from the job will be the first recall to that job.

ARTICLE 6

HOLIDAYS

Section 6.1 The following days will be recognized as paid holidays:

- (a) The 1st day of January (New Year's Day).
- (b) The 3rd Monday of January (Martin Luther King, Jr. Day).
- (c) The 3rd Monday of February (Presidents' Day).
- (d) The last Monday of May (Memorial Day).
- (e) July 4th (Independence Day).
- (f) The 1st Monday of September (Labor Day).
- (g) November 11th (Veterans Day).

- (h) Thanksgiving Day.
- (i) The day after Thanksgiving.
- (j) December 24th (Christmas Eve).
- (k) December 25th (Christmas Day).

“Floating” holidays will be credited as vacation accrual at the rate of 1.75 hours per month.

Section 6.2 Employees required to report for work on a holiday recognized in this Agreement shall receive the holiday pay in addition to overtime pay.

Section 6.3 If any of the aforementioned holidays fall on a Saturday, the holiday will be the preceding Friday. If the holiday falls on a Sunday, the following Monday shall be considered the holiday.

Section 6.4 In the event a holiday honored under this Agreement falls during an employee's vacation, such employee shall receive an additional day's vacation, or pay, in lieu thereof.

Section 6.5 A regular part-time employee shall be paid for a holiday at the regular scale if the holiday falls within his/her time regularly employed each week or month, and shall receive as holiday pay the amount normally paid for the hours the regular part-time employee normally works on that day.

ARTICLE 7

LEAVE

Section 7.1 Sick leave with pay shall be granted on the basis of one (1) day for each month of continuous service.

Sick leave may be taken when it is necessary that the employee be off work in the event of an illness or accident in the employee's immediate family, or for children under the age of eighteen (18).

Immediate family is defined as spouse or domestic partner, children (including step and adopted children) and parents, (including stepparents).

Employees who separate from employment shall receive payment for twenty-five percent (25%) of their accrued but unused sick leave up to a maximum of \$12,000. Upon retirement, defined as eligibility for retirement benefits under Social Security or State Retirement System rules, employee shall receive payment for the accrued leave at the rate of thirty-five percent (35%) of their accrued but unused sick leave up to a maximum of \$18,000.

Section 7.2 Sick leave shall also be approved by the Employer for the following purposes: Medical, dental, optical examination and/or treatment and surgery, illness and convalescence. Up to three (3) days of sick leave per Agreement year may be taken with the approval of the employee's supervisor when it is necessary that the employee be off work in the event of a

serious illness or accident in the immediate family; additional sick leave may be used if approved by the employee's supervisor. In the case of dependent children under the age of 18, employees may use any accrued sick leave when such child has a health condition which requires supervision or treatment.

Section 7.3 FAMILY LEAVE. Employees who welcome a new child through birth, adoption or foster placement are eligible for paid leave through the Washington Family and Medical Leave Act. Employees who go on unpaid leave status and are eligible for coverage under the Act shall be able to use sick or vacation leave as a supplement to top off the employee's benefit payment so that they receive the full amount of their regular paychecks. This supplemental leave may only be used concurrently with benefits for parents of a new child through the Family and Medical Leave Act.

- (a) Employees who use this supplemental leave must schedule their child care leave with the Employer at least three months in advance of its use.
- (b) Child care leave must be used within twelve months of the child's birth or placement. It is not subject to pay out at the time of resignation.
- (c) The Employer will continue to provide medical coverage for the employee while out on child care leave.
- (d) An employee who does not return to work for at least six (6) months of continuous service following the leave must reimburse the employer for costs of the child care leave used.
- (e) The parties may reopen this portion of the agreement related to child care leave to account for changes in relevant state law.

Section 7.4 BEREAVEMENT LEAVE. Employees will be granted three (3) days' time off with pay in the event of a death in the immediate family. For the purposes of this Section, immediate family is considered to be: spouse, spousal equivalent (common-law living situation), children or step-children, mother or father, sister or brother, mother-in-law or father-in-law, daughter-in-law or son-in-law, step-parents, grandparents, grandchildren or legal guardian. Employees will be granted two (2) additional days off with pay in the event a death in the immediate family occurs outside a radius of one hundred (100) miles from the employee's place of residence. Employees may use up to three (3) days of sick leave in conjunction with all contractual bereavement leave benefits.

Section 7.5 Employees may be granted extended leaves of absence, without pay, not to exceed one (1) year beyond accumulation of paid sick leave for valid reasons, such as illness, accident, or pregnancy. An employee on leave of absence for six (6) months or less shall be returned to his/her former position or a comparable position at the employee's former rate of pay, including intervening contractual increases. The payment schedule of any accrued vacation and sick leave during such a leave of absence shall be determined by the employee and Employer, and shall qualify the employee, if possible, for a continuation of Employer paid health and welfare coverage during such leave. An employee on leave of absence which

exceeds six (6) months shall be returned to the first available job for which the employee is qualified to perform. The continuous service and seniority status of an employee shall not be affected or interrupted as a result of leaves of absence described in this Article; provided that, seniority shall not accrue during such leaves of absence.

Section 7.6 JURY DUTY PAY. After the first calendar year of employment, employees who are regularly employed eighty (80) hours or more per month who are called for service on a Superior Court or Federal District Court jury shall be excused from work for the days on which they serve and shall be paid the difference between the fee they receive for such service and the amount of straight-time earnings lost by reasons of such service, up to a limit of seven (7) hours per day and thirty-five (35) hours per week; provided, however, an employee called for jury duty who is temporarily excused from attendance at court must report for work if sufficient time remains after such excuse to permit him or her to report to his place of work and work at least one-half (1/2) of his/her normal workday. In order to be eligible for such payment, the employee must furnish a written statement from the appropriate public official showing the date and time served and the amount of jury duty pay received. The employee will cooperate with the Employer in asking for exemption from jury duty leave should workload dictate.

Section 7.7 The Employer agrees to voluntarily comply with the terms and conditions of the Family Leave Act of 1993 and to exceed contractual benefit limits when so provided by the Act.

ARTICLE 8

REGULAR AND PART-TIME EMPLOYEES

Section 8.1 A regular employee is an employee who has been in the employ of the Employer full-time and has completed the probationary period and shall be entitled to full benefits under the terms of the Agreement accrued from the date of employment.

Section 8.2 A regular part-time employee is an employee who works less than the regular seven (7) hour day and/or less than a five (5) day workweek and who has been in the employ of the Employer and has completed the probationary period, and he/she shall be granted all fringe benefits except Health and Welfare on the same basis as a regular full-time employee prorated to the number of hours worked per month. If this employee works more than eighty (80) hours per month, he/she shall also be entitled to Health and Welfare.

Section 8.3 Temporary or on-call employees are employees hired for a period of time to cover work load fluctuations, emergency situations, employee absences and other Employer needs. If the Employer determines that the temporary job is to become a regular position, it shall be subject to the provisions of Section 4.2 of this Agreement. Temporary and on-call employees shall be laid off before regular employees are laid off. The Employer agrees not to use temporary employees to replace regular positions of the bargaining unit.

ARTICLE 9

AUTOMATION AND EDUCATION

Section 9.1 In cases where positions are abolished because of automation or system changes, all possible consideration will be given to transferring employees to comparable jobs in employment. Also, every consideration will be given to training present employees to operate any new equipment installed as a result of these changes. Employees to be displaced will be given the first opportunity to demonstrate their qualifications for the new position(s) before any person(s) outside the bargaining unit are hired to fill the resultant jobs.

Section 9.2 The Employer agrees to reimburse employees for the expense of tuition and books, when such expenses are incurred with prior approval of the Employer, for classes which will give the employees the skills they need to advance in their careers with the Employer. Reimbursement shall be made promptly after an employee presents the Employer with evidence of successful completion of the agreed upon course of studies.

Section 9.3 In no event shall bargaining unit employees suffer any loss in hours due to their traditional work being performed by anyone outside the bargaining unit.

ARTICLE 10

HOURS OF WORK

Section 10.1 The regular hours of work shall not exceed seven (7) hours in any one day to be worked within eight (8) hours between 8:00 a.m. and 5:30 p.m., nor more than thirty-five (35) hours in any one week. All time worked in excess of regular working hours and all time worked on Saturday and Sunday shall be paid for at time and one-half (1½) times the actual rate of said employee's pay or, by mutual consent, compensated by compensatory rate of time and one-half (1½) of the regular hours worked.

Section 10.2 An employee ordered to report to work shall receive a minimum of three and one-half (3½) hours pay at the regular rate. Employees called back to work shall receive a minimum of three and one-half (3½) hours pay at time and one-half (1½).

Section 10.3 An employee who is required to work two (2) hours or more beyond the close of the regular workday, or an employee who is released at the close of a regular workday and is instructed to report back to work shall be entitled to actual reimbursement for a meal up to fifteen dollars (\$15).

Section 10.4 The established lunch period shall not exceed one (1) hour. In cases of emergency, it may be shortened but not to less than one-half (½) hour's duration. Lunch periods shall not be compensable. Employees will not be required to take their lunch period until at least three (3) hours after starting work, nor later than three (3) hours before quitting time. Employees may schedule "staggered" lunch shifts among themselves, subject to the Employer's concurrence.

Section 10.5 Daily relief periods of fifteen (15) minutes each shall be allowed morning and afternoon for all employees covered by this Agreement. Relief periods are compensable. It is understood and agreed that in observance of the continuous, uninterrupted operations of the office, relief periods shall be staggered among office employees so that continuous coverage is maintained for both in-person clients and telephone calls. Under no circumstances shall the efficient operation of the office be interrupted due to all office employees taking their relief period at the same time.

Section 10.6 Overtime shall be distributed as equally as practicable among employees qualified to perform the work.

Section 10.7 Upon written request by an employee, the Employer may authorize an alternate work schedule outside the regular hours of work and workweek with written notification to the Union prior to implementation of the new schedule. When working an alternate schedule, all authorized work performed in excess of the alternate scheduled workday or thirty-five (35) hours per week shall be paid at the applicable overtime rate as described in this Article. Either party may terminate the alternate work schedule with two (2) weeks' notice and return to regular working hours.

ARTICLE 11

VACATIONS

Vacation will be accrued at the rate of 14 hours per month plus 1.75 hours per month for floating holidays. The employee's accumulated vacation hours balance and the Employer's cash out liability shall not exceed 384 hours for employees. If an employee suffers economic loss due to a change in vacation schedule caused by the Employer, the employer agrees to reimburse the employee for reasonable losses that the employee can verify were caused by a change in the vacation schedule.

ARTICLE 12

HEALTH AND WELFARE

Section 12.1 The Employer agrees to let all permanent employees participate in the Machinists Health and Welfare Trust Fund. The Employer agrees to maintain the level of benefits in both Health and Dental Plans through payment of the premium for the above plan or a plan with equal benefit levels, for the life of this Agreement for all employees, employees domestic partners and dependents.

Section 12.2 The Employer further agrees to cover all permanent employees under the Washington Dental Service Plan or a substantially similar program. The Employer agrees to pay the full cost of such participation required by the contract between PROTEC17, and the carrier during the term of this Agreement.

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

The Employer shall provide fully paid long-term disability insurance and group term life insurance with the standard coverage at the same level of benefits as provided to PROTEC17 field staff.

Section 12.4 The Employer agrees to provide each employee with up to \$1,000 of medical, dental, vision and/or corrective lens coverage out-of-pocket expenses during the term of this Agreement. The Employer is not obligated to reimburse claims by the employee for the coverage provided by this Section until the Employer receives a receipt to verify such claims. If during the duration of this Agreement any additional money for such out-of-pocket expenses is applied to other represented employees of the Employer, the increase shall be provided to bargaining unit employees simultaneously.

ARTICLE 13

CLASSIFICATION AND RATES OF PAY

Section 13.1 Management reserves the right to define and reassign work covered by this Agreement to each job classification to achieve the most efficient and effective operation of the office. Management will not reassign work for the sole purpose of downgrading a particular position or individual.

Section 13.2 There will be two (2) separate classifications for all newly hired regular office employees, General Office Assistant or Membership Administrator and Communications Specialist. Effective January 1, 2018, all salary rates in Appendix A shall be the basic minimum hourly rates for all employees covered by this Agreement. Any bonuses or gifts are not to be considered wages.

Section 13.3 When invoked by Section 13.4, all wage rates will be increased by a percentage amount calculated by the following formula:

- (1) the average membership of each PROTEC17 bargaining unit will be multiplied by the salary increase (in percent) granted that unit, and
- (2) the number of people in a job classification who received an adjustment due to a salary inequity or classification study or salary survey implementation will be multiplied by the salary increase (in percent) granted that job classification.

The total of those figures divided by the total of the membership multiplied by ninety percent (90%) will generate the specific percentage increase to be in effect January 1 of the following year. For example, 2021 will generate the 2022 wage increase.

Section 13.4 WAGE INCREASES FOR 2021, 2022, AND 2023:

2021 Wages: Effective January 1, 2021, bargaining unit wages shall raise the amount of 2.8%.

2022 Wages: On the first working day of September 2021, the Employer's report of the number of represented non-members will be updated with the most relevant, current information possible and shared with members of the bargaining unit.

If the percentage of represented non-members in that report does not exceed ten (10) percent, then the wage formula outlined in Section 13.3 shall apply to bargaining unit wages starting on the first day of January 2022.

If the September percentage of represented non-members equals or exceeds ten (10) percent then the Employer's report of represented non-members will be reproduced on the first working day of October, 2021, November, 2021, and December, 2021. If in any of those months, the percentage of represented non-members falls below ten (10) percent, the wage formula in Section 13.3 shall be applied to wages starting on the first working day of January 2022. Otherwise, a salary re-opener will occur on December 2nd, 2021. If the parties fail to reach agreement on that wage reopener, this contract shall expire on December 31st, 2021. If an agreement is reached, this contract will remain in full effect.

2023 Wages: On the first working day of September, 2022, the Employer's report of the number of represented non-members will be updated with the most relevant, current information possible and shared with members of the bargaining unit.

If the percentage of represented non-members in that report does not exceed ten (10) percent then the wage formula outlined in Section 13.3 shall apply to bargaining unit wages starting on the first working day of January 2023.

If the percentage of represented non-members equals or exceeds ten (10) percent then the Employer's report of represented non-members will be reproduced on the first working day of October, 2022, November, 2022, and December, 2022. If in any of those months, the percentage of represented non-members falls below ten (10) percent, the wage formula in Section 13.3 shall be applied to wages starting on the first day of January 2023. Otherwise, a salary re-opener will occur on December 2nd, 2022. If the parties fail to reach agreement on that wage reopener, this contract shall expire on December 31st, 2022. If an agreement is reached, this contract will remain in full effect.

Section 13.5 No present employee, who, prior to the date of this Agreement, was receiving more than the rate of wages or vacations designated in this Agreement for the class of work in which he/she was engaged shall suffer a reduction in the rate of wages or vacations from the application of this Agreement.

Section 13.6 Management reserves the right to change and/or modify duties and the job descriptions as the changes and/or modifications add to the efficiency of the office. Such changes and/or modifications shall be limited to the duties performed by the classifications covered by this Collective Bargaining Agreement. The changes and/or modifications effectuated by management may alter the responsibility level of the affected classification.

Section 13.7(a) Whenever an employee is assigned by proper authority to perform the duties

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of an employee at, or substantially at, the full duties of a higher paid classification for a period of three and one-half (3½) consecutive hours or longer, he/she shall be paid at the rate established for such classification while performing such duties. Proper authority shall be a supervisory employee outside of the bargaining unit, and if his/her position is to be filled, proper authority shall be his/her supervisor.

Section 13.7(b) Employees in training capacity may be assigned work normally performed by an employee in a higher classification, except that they will not be assigned the duties of a higher classification to circumvent the intent of Section 13.7(a) above.

Any employee assigned to a training position shall be notified in writing one (1) working day in advance by his/her immediate supervisor of his/her training status.

An employee assigned to a training position (training status) shall be under the supervision and guidance of his/her immediate supervisor, and shall not remain in the training position for more than thirty (30) consecutive normal working days.

Section 13.7(c) Employees covered by this Agreement may be temporarily assigned to perform the duties of a lower classification without a reduction in pay.

Section 13.8 An employee will not receive pay in a higher classification nor suffer a reduction in salary when cross-training in a particular job classification for thirty (30) calendar days or less.

Section 13.9 The Employer and bargaining unit employees agree that maintaining a quality, well-trained staff is essential to providing quality services to the members of PROTEC17. The ability to meet and/or match market rates for classifications within the bargaining unit will enhance the Employer's ability to recruit and retain quality staff. The parties agree that during the period of this Agreement, either the Employer or the Union may reopen the Agreement specifically for the purpose of negotiating positive salary adjustments for classifications within the bargaining unit.

ARTICLE 14

GENERAL CONDITIONS

Section 14.1 The Employer agrees that parking will be made available to all employees in the bargaining unit. Should availability of parking become a problem the Union and the Employer shall meet to discuss alternatives. If a bargaining unit employee uses public transportation to or from work at least 15 days per month (holidays, COVID-19 telework days and vacation and sick leave usage shall count towards the 15 day requirement), then the Employer shall reimburse that month's monthly one-zone Metro pass at peak travel rate.

Section 14.2(a) Travel required by the Employer shall be reimbursed at the going Regional Executive Committee rate if the employee's vehicle is used.

Section 14.2(b) It shall be the employee's responsibility to carry automobile insurance

(liability and collision). If the employee has the required insurance and is in an accident for which the employee is not at fault while on business for the Employer, the Employer will pay up to \$500 for any loss incurred by the employee.

Section 14.3 Employees shall have current passwords (for voice mail, e-mail, computer and other office technology) on file with the Employer and shall immediately advise the Employer of any password changes.

ARTICLE 15

PENSIONS

Section 15.1 Effective January of 2013 and each month thereafter, the Employer shall contribute 25% of wages into the Office and Professional Employees Local 8 Supplemental Retirement Fund on behalf of each regular bargaining unit employee.

Section 15.2(a) SUPPLEMENTAL PENSION. The Employer agrees to provide for elective deferrals and transmit in accordance with plan guidelines for employees covered by this collective bargaining agreement to the Office and Professional Employees Retirement Trust, a 401(k) plan.

Section 15.2(b) SALARY DIVERSION. 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.

ARTICLE 16

NON-DISCRIMINATION

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

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 or age, marital status, sexual orientation, political ideology, religion, ancestry, or the presence of any sensory, mental or physical handicap unless based on a bona fide occupational qualification reasonably necessary to the normal operation of the Employer.

Section 16.3 The Employer agrees to the principles 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 comparable quantity and quality as performed by men, the same rate of pay shall prevail - this applies only to positions in the bargaining unit.

ARTICLE 17

SEPARABILITY

In the event that any provision of this Agreement shall, at any time, be declared 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 intentions of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE 18

SUCCESSORS

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

ARTICLE 19

GRIEVANCE PROCEDURE

Section 19.1 The grievance shall be defined as a specific violation of the Collective Bargaining Agreement and may be subject to this grievance procedure.

Step 1 - Oral Submission of Grievance to Supervisor

The employee shall contact his/her supervisor and attempt to settle the dispute. Such oral presentation shall be made within seven (7) workdays following the event giving rise to the grievance. The supervisor shall, within seven (7) workdays, thereafter, provide the employee with an answer to the grievance.

Step 2 - Written Submission of Grievance to Supervisor

If the decision of the supervisor does not settle the grievance, the Union Representative or Shop Steward may, within five (5) workdays following the receipt of the supervisor's answer in Step 1, reduce the grievance to writing and submit the written grievance to the Supervisor for the purpose of arranging a meeting to discuss the grievance. The written grievance shall contain the following:

- a. Detailed facts upon which the grievance is based.
- b. Reference(s) to the Section(s) of the Agreement alleged to have been violated.

c. The remedy sought.

Step 3 - Submission of the Grievance to the Executive Director

The Supervisor shall, within seven (7) workdays, thereafter, provide the employee with an answer to the grievance. If the employee is not satisfied with the decision made in Step 2, the Union Representative may, within five (5) workdays, following the answer submit the grievance, in writing, to the Executive Director, or his/her designee, who will then meet with the employee and the Union Representative within seven (7) days to settle the grievance and over their signatures indicate the disposition thereof.

Section 19.2 If the grievance is not settled in Step 3, either of the signatory parties to this Agreement may, within ten (10) days, refer the grievance to arbitration. In the event the parties cannot agree upon the selection of an arbitrator within fifteen (15) days from the date of referring the matter to arbitration, the arbitrator shall be selected in the following manner: The Federal Mediation and Conciliation Service shall be jointly requested by the parties to name a panel of seven (7) arbitrators. The parties shall then choose the arbitrator by the Employer and the Union in that order alternately striking a name from the list until one name remains as the arbitrator chosen by the parties and empowered to arbitrate the dispute. Cases referred to arbitration shall be accompanied with the following information: (a) identification of Sections of the Agreement allegedly violated; (b) nature of the alleged violation(s); (c) remedy sought.

Section 19.3 The arbitrator shall be authorized to rule and issue a decision and award, in writing, on any grievance presented in arbitration, including the question of the arbitrability of such issue. His/her decision and award shall be final and binding upon both parties to this Agreement. The cost of the arbitrator shall be borne one-half (1/2) by the Union and one-half (1/2) by the Employer party to the arbitration.

Section 19.4 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 19.5 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 20

JUST CAUSE & EMPLOYEE SEPARATION

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 agents stating the true cause of termination.

Section 20.2 Separation notice from employee to Employer or pay in lieu thereof shall be as follows:

Six months to one year of employment one week's notice or forfeiture of one weeks' accrued vacation pay.

One year or more of employment two weeks' notice or forfeiture of two weeks' accrued vacation pay.

When there is a change in administration, the office employees must work at least two (2) weeks for the new administration, if asked, or forfeit their benefits.

ARTICLE 21

PICKET LINES AND WORK STOPPAGES

It is further understood and agreed that refusal by an employee covered by this Agreement to go through a bonafide picket line sanctioned by the King County Labor Council 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

HEALTH AND SAFETY

Section 22.1 The Employer is responsible for workplace health and safety and agrees to provide a safe and healthful work environment for all employees and further agrees to make every effort to ensure adequate working conditions and to provide for adequate standards of workplace sanitation, ventilation, cleanliness, light, noise levels and health and safety in general. The Employer further agrees to comply with all applicable health and safety laws and regulations.

Section 22.2 The Employer will make reasonable efforts to accommodate the needs of employees who can demonstrate that health problems other than stress are caused or aggravated by machines or substances with which the employee is required to work.

ARTICLE 23

TERMINATION AND RENEWAL

This Agreement shall be in full force and effect until December 31, 2023 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 – PROTEC17

EXECUTED in Seattle, Washington this _____ day of _____ 2021.

**OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL 8, AFL-CIO**

**PROFESSIONAL AND TECHNICAL
EMPLOYEES LOCAL 17
(PROTEC17)**

By **Ida Kovacic**

Ida Kovacic
Union Representative

By **Karen Estevenin**

Karen Estevenin
Executive Director

By **Donna Clarke**

Donna Clarke
Bargaining Committee

By **Anthony Davidson**

Anthony Davidson
Director of Operations

By **Laura Elia**

Laura Elia
Bargaining Committee

APPENDIX “A”

WAGE RATES

Effective January 1, 2018, the salary rates below shall be the basic minimum hourly rates for all employees covered by this Agreement.

	<u>Starting Salary</u>	<u>After 6 months</u>	<u>After 1 Year</u>	<u>After 18 months</u>
General Office Assistant or Membership Administrator	\$19.03	\$19.71	\$20.41	\$21.23
Communications Specialist	\$23.65	\$24.04	\$25.16	\$26.91

- Effective January 1, 2018, add Laura Elia’s ten percent (10%) premium pay to her base salary hourly rate.
- Effective January 1, 2018, add seven percent (7%) to Donna Clarke’s base salary hourly rate.

psiel#1239/afl-cio