



Office and Professional Employees International Union
2900 Eastlake Avenue E. #220 • Seattle, WA 98102 • (206) 441-8880 • 1-800-600-2433

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

UNEMPLOYMENT LAW PROJECT

AND

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

FOR THE PERIOD OF

JANUARY 1, 2022 THROUGH DECEMBER 31, 2024

COLLECTIVE BARGAINING AGREEMENT
OPEIU LOCAL 8 – UNEMPLOYMENT LAW PROJECT

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COLLECTIVE BARGAINING AGREEMENT
UNEMPLOYMENT LAW PROJECT

THIS AGREEMENT is made and entered into at Seattle, Washington this 1st day of January 2022 by and between UNEMPLOYMENT LAW PROJECT, hereinafter referred to as the EMPLOYER, and OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL NO. 8, AFL-CIO, hereinafter referred to as the UNION, for the purpose of fixing the minimum wage scale, schedule of hours, and general rules and regulations between the EMPLOYER and the UNION, and to clearly define mutual obligations between the parties hereto.

PREAMBLE

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

NOW THEREFORE, be it mutually agreed to as follows:

ARTICLE 1

RECOGNITION OF THE UNION

Section 1.1 The Employer agrees to recognize and hereby does recognize the Union as the sole and exclusive collective bargaining agent with respect to rates of pay, hours and all other terms and conditions of employment for the appropriate bargaining unit herein established and described as follows: All permanent office employees including but not limited to legal assistants and all paralegals, and temporary employees hired to perform duties of office employees and paralegals, except the Director, work study students, stipend employees and externs. It is agreed that regardless of funding source employees hired to perform bargaining unit work of office employees including but not limited to legal assistants or paralegals shall be covered under this contract.

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.

ARTICLE 2

UNION SECURITY

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

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

Section 2.4 The Business 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 Business Representative will first make his or her presence known to the Employer.

Section 2.5 The Employer shall recognize the Office Steward who shows authority from the Union as a duly accredited Union representative who, upon notifying his or her designated supervisor or officer, may investigate all complaints.

ARTICLE 3

HIRING AND TERMINATION

Section 3.1 In bargaining unit offices employing more than one employee, notice of all job vacancies shall be posted on all bulletin boards of the Employer. Posted job descriptions shall be written using a standardized format that encourages qualified women and minorities to apply. Where possible, the substitution of work experience for college degrees, the allowance of flexible working hours and the inclusion of transferable skills which can be substituted from one type of position to another will be used to ensure that minorities and women are not excluded from qualifying for job openings. This notice shall remain on the bulletin board for three (3) working days.

Section 3.2 In employing new workers or replacing workers, the Employer must place an order with the Union stating what the work will consist of so the Union will be able to furnish the most competent help available.

Section 3.3 It is agreed that the Employer will pay charges incident to the hiring of employees which are incurred due to the requirement of the Employer as follows: Bonding. The Employer agrees not to use employment agencies where fees are required.

Section 3.4 It is further agreed that the Employer has the final choice as to whom is hired and shall notify the Union within seventy-two (72) hours of hire of a new employee, Saturday, Sunday and holidays excepted. The Employer shall notify the Union in writing within seventy-two (72) hours after a new employee is put to work, giving the employee's name, address, social security number, classification, rate of pay and the date the employee was put to work.

Section 3.5 Regular full-time and regular part-time employees shall be hired on a

probationary period for the first ninety (90) calendar days. Termination or discipline during this period will not be subject to review by the Union. A probationary period may be extended once by mutual agreement of the Union and the Employer.

Section 3.6 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 the Employer's agents stating the true cause of termination. Upon termination, employees shall be paid for all accrued and unused vacation and/or comp time for up to eighty (80) hours.

Section 3.7 Termination notice or pay in lieu thereof shall be as follows:

Employed less than three monthsno advance notice required
Three months or more.....two weeks' notice or two weeks' pay

Section 3.8 Promotions shall be made on the basis of seniority and qualifications. In the event two or more employees have the same relative qualifications, the employee with the greatest seniority shall be selected. If a position is targeted from affirmative action hiring, provisions of Section 3.2 and Section 3.3 shall apply in promotion decisions. An employee promoted to a higher position shall, at the minimum, be placed at the same increment step in the new position as that held by the employee in his or her former position and shall receive such pay rate immediately. All employees so promoted shall be placed on the higher rated job for a probationary period of ninety (90) days. In the event the employee does not successfully pass the probationary period, such employee shall be given his or her former position without any loss of seniority or pay.

ARTICLE 4

PERFORMANCE EVALUATIONS

The Employer will maintain a standardized and objective system for performance evaluations providing for written evaluation before or upon the completion of the probationary period and annually thereafter. Employees will acknowledge such evaluation by signing the document; however, such signature will imply neither agreement nor disagreement with the evaluation. Each employee will have an opportunity to review and attach his or her own comments on the performance evaluation. The employee will receive a completed copy of the evaluation prior to placement on file. Performance evaluations will be utilized to evaluate the performance of an employee but will not be used as means for disciplinary action. If there is disagreement with the content of the performance evaluation the employee may grieve said evaluation. Nothing herein will be construed to prevent the Employer from initiating a performance improvement plan for an employee, which may be the basis for disciplinary actions.

ARTICLE 5

SENIORITY

Section 5.1 Seniority shall be calculated from the first date of hire. Where ability is equal,

seniority shall be observed in layoffs, rehires, transfers, vacation preference, shift changes and promotions. Seniority, when laid off, shall continue for a period of twelve (12) months. For rehire, the employee must contact the Employer's office, once a month, advising Employer of availability for work.

Section 5.2 An employee shall lose his or her seniority rights for any one of the following reasons: Voluntary termination, discharge for cause, failure to report from layoff within five (5) working days after notification to report back to work. Notice shall be sent by registered mail, return receipt requested, to the employee's last known address.

Section 5.3 The Employer, upon rehiring, shall do so in the inverse order of seniority. The Employer shall rehire the last employee laid off; providing, however, that such employee has the qualifications for the position for which the Employer is rehiring. Under no circumstances shall the Employer hire from the open market while employees on the recall list, qualified to perform the duties of the position, are ready, willing and able to be re-employed. The last employee laid off from a job will be the first recalled to that job.

ARTICLE 6

HOLIDAYS

Section 6.1 The following days shall be designated as legal holidays and shall be granted with no deduction in salary:

Last working day before New Year's Day	Indigenous Peoples Day
New Year's Day	Veteran's Day
Presidents' Day	Thanksgiving Day
Martin Luther King Day	Native American Heritage Day (Day after Thanksgiving)
Memorial Day	Last working day before Christmas
Juneteenth	Christmas Day
Independence Day	Floating Holiday
Labor Day	

Section 6.2 Employees shall not be required to report for work on a holiday recognized in this Agreement.

Section 6.3 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.

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 the time the employee is regularly employed each week or month, and

shall receive as holiday pay the amount normally paid.

Section 6.6 An employee may trade off any of the holidays granted in Section 5.1 for another recognized holiday that is more important to the employee's personal belief system; i.e., Yom Kippur, Easter, etc., by notifying the Employer by January 1 of the year or within thirty (30) days of hire for new employees. The Employer shall notify new employees of such choice in writing.

ARTICLE 7

LEAVE

Section 7.1 Sick leave with pay shall be accrued on the basis of one (1) day, prorated to the number of hours worked, and earning a minimum of one (1) hour for every forty (40) hours of compensation, for each month of continuous service and will carry forward from year to year up to a maximum of 240 hours.

Section 7.1(a) On December 31 of each year unused sick leave in excess of 240 hours accrued during that calendar year may be converted to vacation days at the following rate:

1 Day accrued but unused sick leave	Convert to one (1) day vacation
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Section 7.1(b) Upon termination, an employee who has been employed one (1) year or more shall be paid for ten percent (10%) of total unused sick leave accumulation, up to a maximum payment of \$300.

Section 7.2 Sick leave shall be approved by the Employer for the following purposes: (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; and (5) dental and optical examination and/or treatment for each 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 as defined by Washington State law, spouse's parent, grandparent, grandchild or sibling. Up to three (3) days of accrued sick leave may be used for personal business or emergencies.

Section 7.3 WASHINGTON PAID FAMILY & MEDICAL LEAVE Employees shall be granted up to twelve (12) weeks of paid family leave to care and bond within twelve (12) months of the birth, adoption or placement of a child younger than eighteen (18) years of age,

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and to care for oneself, a dependent, spouse, domestic partner or parent with a serious illness or injury. An additional two (2) weeks of leave will be available when the leave is a result of pregnancy complications. Employees are eligible for up to sixteen (16) weeks of leave when family and medical leave are used in combination. For example, an expecting mother could use eight (8) weeks of medical leave for bed rest. The mother could then use an additional eight (8) weeks of family leave after giving birth to care and bond with the new child. Health and Welfare benefits shall remain in full force and affect during such leave but employees shall not accrue vacation or sick leave while out on unpaid leave.

Employees shall receive compensation while out on this leave from the Washington State Employment Security Department. The Employer shall pay the full premium amount for each bargaining unit employee. An employee may choose to use their accrued sick leave to supplement the state's compensation when taking Washington Paid Family & Medical Leave.

Section 7.4 Any regular employee suffering a death in the immediate family shall be allowed three (3) working days leave from work with pay, at the regular rate. Member of the immediate family is defined as father, mother, sister, brother, wife, husband, domestic partner, son, daughter, stepchildren, father-in-law, mother-in-law, sister-in-law and brother-in-law.

Section 7.4(a) The documentation sufficient to qualify as a domestic partner of an employee covered by this agreement shall consist of an affidavit signed by the employee and which attests:

- 1) The partners are denied by law the right to be married;
- 2) The employee and his or her partner, who shall be identified by name on the affidavit, share the same regular and permanent residence, have a close personal relationship, and have agreed in writing to be jointly responsible for basic living expenses incurred during the domestic partnership;
- 3) Both the employee and his or her partner are eighteen years of age or older and are not related by blood closer than would bar marriage in the state of Washington;
- 4) Both partners were mentally competent to consent to the contract when their domestic partnership began;
- 5) The partners are each other's sole domestic partner and are responsible for each other's common welfare;
- 6) Any prior domestic partnership in which either partner participated with a third party was terminated not less than ninety (90) days prior to the date of such affidavit, or by the death of that third party;
- 7) The employee will notify the Employer if there is a change in circumstances attested to in the affidavit, and
- 8) The employee affirms that the assertions in the affidavit are true.

Such affidavit will not be required if the employee and partner were legally married in a state that allows for same sex marriages.

"Basic living expenses" means the cost of food, shelter and any other expenses of the domestic partner which are paid at least in part by a program or benefit which the partner

qualifies for because of the domestic partnership. The partners need not contribute equally or jointly to the cost of these expenses so long as they agree that both are responsible for the costs.

Section 7.5 Leave without pay for up to six (6) months beyond accumulated sick leave shall not be unreasonably denied to any employee. An employee on leave of absence for six (6) months or less shall be returned to his or her former position or a comparable position at the employee's former rate of pay including intervening contractual increases. Such leaves of absence may be extended by the Employer on a monthly basis. The continuous service and seniority status of an employee shall not be affected or interrupted as a result of leaves of absence described in this Article; provided that, seniority shall not accrue during 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 County, Municipal, 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 reason of such service, up to a limit of eight (8) hours per day and forty (40) 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. In order to be eligible for such payments, 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.

Section 7.7 A leave of absence without pay shall be granted upon request of an employee on the active payroll, in case he or she is appointed or selected to a full-time Union position for the period of time necessary to fill such position. If the leave was granted to accept a full-time position with the Union, reinstatement will be made to a job in the employee's former pay grade which he or she is competent to perform, providing an appropriate job opening exists. The employee shall accumulate and increase his or her seniority.

ARTICLE 8

PERMANENT FULL-TIME AND PART-TIME EMPLOYEES

Section 8.1 A permanent employee who has been in the employ of the Employer full-time for a period of over thirty (30) calendar days shall be entitled to full benefits under the terms of the Agreement accrued from the date of employment. However, vacation leave may not be used during the probationary period.

Section 8.2 A permanent part-time employee who works less than the regular eight (8) hour day and/or less than a five (5) day workweek and who has been in the employ of the Employer for a period of over thirty (30) calendar days 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 twenty (20) or more hours a week, the employee shall be entitled to health and welfare.

Section 8.3 TEMPORARY EMPLOYEES Temporary employees are those who are hired to work a regular schedule during a specific period of time not to exceed ninety (90) days. The limitation of ninety (90) days shall not apply to employees who are work study students or those hired to replace a regular employee on sick leave or leave of absence. The Employer shall notify the Union in writing of all employees who are temporarily hired or on-call. Any person employed on a temporary basis shall secure a work permit from the Union. The Employer agrees that temporary/on-call employees shall not be hired for the purpose of displacing regular employees. Persons hired under the terms of specific contract will not be considered temporary employees for the purpose of this contract.

ARTICLE 9

AUTOMATION

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. Also every consideration will be given to training present employees to operate any new equipment installed as a result of these changes.

Section 9.2 In the event of proposed technological changes such as the introduction of data processing equipment or computers, any new jobs created by the virtue of the installation of such equipment will be offered to employees within the collective bargaining unit on the basis of seniority and qualifications prior to hiring from outside sources.

Section 9.3 In the event training programs are necessary for employees to qualify for jobs which are created as a result of automation, the Employer agrees to provide initial vendor-supplied training for the purpose of operating the new equipment, if such training is provided in the Seattle area and/or area of employment, at the Employer's expense for those employees who wish to accept employment in the resultant automated positions. Employees to be displaced will be given first opportunity to qualify for the new positions before any persons outside the bargaining unit are hired to fill the resultant jobs.

Section 9.4 The Employer agrees to comply with State and Federal laws which regulate working conditions for employees performing repetitious work.

ARTICLE 10

HOURS OF WORK

Section 10.1 The regular hours of work for employees shall not exceed seven and one-half (7 ½) hours for eight (8) hours pay in any one day, to be worked within eight and one-half (8 ½) hours between 8:00 a.m. and 5:30 p.m., nor more than thirty seven and one-half (37 ½) hours for forty (40) hours pay in any week. Overtime shall commence at eight (8) hours and forty (40) hours.

Section 10.1(a) The Employer agrees to give reasonable consideration to employee's need for flexible work schedules to allow for personal and professional needs.

Section 10.2 Overtime shall be paid at the rate of one and one-half (1 ½) times the actual rate of pay for employees for all time worked in excess of regular working hours each day or each week and all time worked on Saturday or Sunday. All overtime must be pre-approved in writing by the Director or designee.

Section 10.3 An employee may request compensatory time in lieu of overtime pay. Compensatory time shall be earned and taken at one and one-half (1 ½) times the regular rate for all hours over forty (40) per week or eight (8) per day if taken at the Employer's request. When compensatory time in lieu of overtime is requested by the employee for time worked in excess of eight (8) hours per day, it shall be taken at straight-time. Compensatory time may be as agreed upon by the Employer and the individual employee at the request of the employee, but may not be imposed by the Employer in lieu of overtime pay upon any employee who has not requested such compensatory time off. Such employees shall take compensatory time for hours worked in excess of the regular workday or workweek within one (1) calendar month of the date upon which they accrue in excess of forty (40) hours of compensatory time. Up to forty (40) hours compensatory time may be carried over to the following month irrespective of the calendar year.

Section 10.4 An employee ordered to report to work shall receive a minimum of four (4) hours' pay at the regular rate. Employees called back to work shall receive a minimum of four (4) hours' pay at double the regular rate.

Section 10.5 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 the regular workday and is instructed to report back to work shall be entitled to \$20 dinner money or in lieu thereof shall be furnished with dinner by the Employer.

Section 10.6 The established lunch period shall not exceed one hour. In cases of emergency, it may be shortened, but not too 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 hours after starting work, nor less than three hours before quitting time.

Section 10.7 Daily relief periods of fifteen minutes each shall be allowed morning and afternoon for all employees covered by this Agreement. Relief periods are compensable.

Section 10.8 In offices employing more than one employee, overtime shall be distributed as equally as practicable among employees qualified to perform the work.

Section 10.9 Telecommuting may be allowed with mutual agreement by the Employer, employee and Union. Either the Employer or employee may terminate the telecommuting agreement with four (4) weeks' notice and return to regular working hours.

ARTICLE 11

VACATIONS

Section 11.1 Paid vacation leave shall be earned at the rate of eight (8) hours per month for full-time employees. After one year nine (9) hours, after two years ten (10) hours, after three years eleven (11) hours, after four years twelve (12) hours, and after ten years of employment a full-time employee shall earn fifteen (15) hours per month of vacation time. Corresponding adjustments shall be allowed for part-time employees. The agency shall pay for unused vacation time still left at the official termination date of an employee. Before the date of termination, the employee and their supervisor shall state in writing their common understanding of the employee's vacation to be used or paid for by the last day of actual work.

Section 11.2 Vacations shall be taken at a time mutually agreeable to the Employer and employee. Vacation time earned shall not be cumulative and in no event shall cash be paid in lieu of time off, except in unusual circumstances when, at the request of the Employer, and with the consent of the Union and the employee. Upon termination, prorated vacation shall be paid.

Section 11.3 Senior employees shall be given preference in the selection of vacation periods. An employee who splits their vacation may exercise their seniority rights for the initial vacation period; however, subsequent selection shall be made after all employees have made their initial selection.

Section 11.4 Vacation pay shall be paid in advance of the employee's vacation when requested by the employee if urgent need is present.

Section 11.5 Employees will be allowed to carry over to the following year up to one hundred and eighty (180) hours.

ARTICLE 12

HEALTH AND WELFARE

Section 12.1(a) Effective January 1, 2015, the Employer agrees to pay the full monthly contribution for Kaiser Permanente WA Medical Plan for employee. The Employer shall also provide or reimburse the cost of medical coverage for employees dependents whichever is less and monthly Dental and NEBO Short-term and Long-term Disability contributions for plans in effect January 2015. If during the term of this agreement the current Health and Welfare plan is no longer available the contract will open for negotiations to establish a comparable plan.

Section 12.1(b) The full contribution rate necessary to maintain the present benefits shall be paid by the Employer through the term of this Agreement.

Section 12.1(c) The Long Term Disability coverage will be maintained at the level in effect

January 1, 2006 with the Employer paying the cost of the plan.

Section 12.2 All employees shall be covered under the Washington State Industrial Insurance Act.

ARTICLE 13

PAYROLL DEDUCTIONS

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

Section 13.2 Other payroll deductions shall be allowed if mutually agreed to by the employee and the Employer. Any change in payroll deductions, once started, shall be mutually agreed to by both parties. There will be two (2) paydays each month: The fifth (5th) and the twentieth (20th). If the payday falls on a Saturday, Sunday or holiday, the preceding business day will be the payday.

Section 13.3 POLITICAL ACTION FUND DEDUCTION 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.

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 13.4 HARDSHIP FUND CHECK-OFF The Employer agrees to check-off voluntary contributions for the Union's Hardship Fund for each covered person who voluntarily executes a check-off authorization designating such deduction and the amount. Such employee contribution shall be remitted to the Union monthly.

ARTICLE 14

SALARY SCHEDULE

Section 14.1(a) Effective January 1, 2022, the minimum salaries of all current and future employees covered by this Agreement shall be found in Appendix "A" which is attached to and made part of this Agreement. Upon January 1 of each year of the Agreement, current employees pay shall be increased by a minimum three percent (3%) or one hundred percent (100%) of the CPI-W for Urban Wage Earners and Clerical Workers, Seattle-Tacoma-Bremerton area measured from October to October each year, whichever is greater.

Section 14.1(b) If Law Project income exceeds current budget expectations by at least ten percent (10%), the contract may be reopened for additional wage increases.

Section 14.1(c) The Employer shall pay the cost of a monthly bus pass for the Legal Assistant and Paralegal. In the event that the employee does not desire a bus pass the employee will receive the amount of a bus pass in reimbursement quarterly. The Employer will pay for the cost of parking in/out of town hearings.

Section 14.2 If an employee does any combination of the above described classifications, the salary shall be based upon the highest classification.

Section 14.3 Employees shall retain the right to divert monies generated from any wage increase to existing fringe benefits, with mutual agreement of the Union.

Section 14.4 Employees who travel for the Employer's business shall receive compensation of \$0.36 per mile or the IRS rate, whichever is greater

Section 14.5 New positions created during the term of the Agreement will be subject to pay equity with the Union's approval of pay equity formula application.

ARTICLE 15

PENSIONS

Effective January 1, 2009, the Employer will establish and will maintain during the term of this Agreement an employee retirement plan with an elective salary deferral option for the benefit of bargaining unit employees. The Employer will contribute five percent (5%) of the employee's gross salary on behalf of eligible employees on a monthly basis, beginning the first full month of employment to Mutual of America 403(b).

An employee may elect any amount of salary reduction not to exceed twenty-five percent (25%) of W-2 income to the same retirement plan that the employee elects for the Employer's contribution. An employee may elect to change retirement plans annually.

ARTICLE 16

NON-DISCRIMINATION

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

Section 16.2 The Union and Employer agree not to discriminate because of race, ethnic origin, color, creed, sex, national origin, age, sexual orientation, religion, ancestry, marital status, political ideology, or the presence of a sensory, mental or physical disability subject to bona fide occupational qualifications and the ability to perform the job, and as provided under

Executive Order or by law.

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 intention 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 an affirmative duty to call this provision of the Agreement to the attention of any firm or individual with which it seeks to make such an agreement as aforementioned.

ARTICLE 19

GRIEVANCE/ARBITRATION PROCEDURE

Section 19.1 Any complaint or dispute arising between the parties to this Agreement involving the interpretation, application or claimed breach of this Agreement may be considered a grievance and may be subject to this grievance procedure.

Step 1 - Submission of Grievance to Supervisor

The employee, with the employee's Shop Steward, if requested, shall contact the employee's supervisor and shall orally attempt to effect a settlement of the dispute. Such oral presentation shall be made within fifteen (15) workdays following the date when the employee knew or should have known of the event giving rise to the grievance. Within seven (7) workdays after the meeting with the supervisor, if the dispute is not settled, the Union Representative or Shop Steward shall reduce the grievance to writing and submit the written grievance to the employee's immediate supervisor. The written grievance shall contain the following:

- a) 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.

The immediate supervisor shall, within seven (7) workdays thereafter, provide the

employee a written answer to the grievance.

Step 2 - Written Submission of the Grievance to the Employer's Personnel Committee

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 written answer in Step 1, submit the written grievance to the Personnel Committee for the purpose of arranging a meeting to discuss the grievance.

The meeting shall be held within three (3) working days following receipt of the written grievance, unless mutually agreed by the parties otherwise, and shall be attended by the Union Representative or Shop Steward, employee, supervisor, and the Employer's Personnel Committee. The designee of the Personnel Committee, who shall not be the immediate supervisor, shall provide a written answer to the grievance within five (5) workdays following the meeting.

Step 3 - Submission of the Grievance to Non-Binding Mediation

If the employee is not satisfied with the decision made in Step 2, the Union Business Representative may, within five (5) workdays following the answer given in Step 2, shall request mediation. Grievance mediation of contractual disputes will occur before submitting the grievance to arbitration. Any costs associated with the mediation will be split evenly between the parties. If either party is not satisfied with the results of the mediation they may forward the grievance to arbitration.

Section 19.2 In the event the parties are unable to agree, the grievance shall be referred to a committee, one (1) representative to be immediately named by the Employer involved and one (1) to be named by the Union. Should these two be unable to agree within a period of seven (7) days they shall immediately select a disinterested third party to serve with them as a Board of Arbitration. Said Board, within seven (7) days, to render a decision that shall be final and binding. During such proceedings there shall be no cessation of work. In the event the committee cannot agree upon the selection of an arbitrator within fifteen (15) days from the date of referral of the controversy to the committee, the arbitrator 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.

Section 19.3 The arbitrator shall be authorized to rule and issue a decision and award, in writing, on any issue presented for arbitration, including the question of the arbitrability of such issue. His/her decision and award shall be final and binding upon both parties to this Agreement. 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 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 In the event either party fails to deliver to the other a signed agreement, in writing, to submit any question to arbitration within 96 hours after receipt of a request from the other to submit such question to arbitration, such party shall, notwithstanding any other provisions of this Agreement, have the right to strike, take economic or other appropriate action. By exercising its rights under this Section, neither party shall be deemed to have waived its right to proceed in the courts to compel the other to submit to arbitration.

Section 19.6 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

PICKET LINES

It is further understood and agreed that refusal by an employee, covered by this Agreement, to go through a bona fide 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 21

HEALTH AND SAFETY

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

Section 21.2 The Employer shall provide protections for VDT/CRT operators including: Ten (10) minute breaks away from machine doing other types of work for each fifty (50) minutes on machine time; proper maintenance of machinery for safety; proper placement and lighting.

Section 21.3 A Safety Committee shall be established consisting of at least one Employer and one employee representative who shall meet at least quarterly to review safety issues and recommend improvements.

Section 21.4 The Employer will make reasonable efforts to accommodate the needs of employees who can demonstrate that health problems are caused or aggravated by work related assignments or by substances the employee is necessarily exposed to in the workplace.

COLLECTIVE BARGAINING AGREEMENT
OPEIU LOCAL 8 – UNEMPLOYMENT LAW PROJECT

ARTICLE 22

TERMINATION AND RENEWAL

This Agreement shall be in full force and effect until December 31, 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; provided that, in the event the Union serves written notice in accordance with this Section, any strike or stoppage of work after any expiration or modification date shall not be deemed in violation of any provision of this Agreement, any other provision to the contrary notwithstanding.

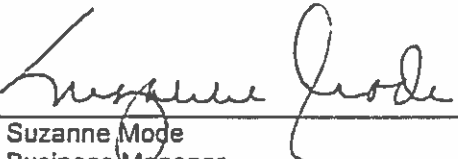
EXECUTED in Seattle, Washington this 24th day of January 2022.

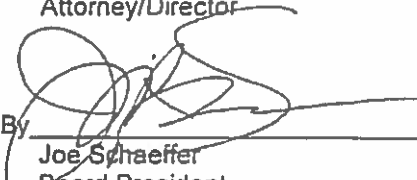
OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL 8, AFL-CIO

UNEMPLOYMENT LAW PROJECT

By 
Patrick Pedersen
Union Representative

By 
John Tirpak
Attorney/Director

By 
Suzanne Mode
Business Manager

By 
Joe Schaeffer
Board President

By 
Jason Arends
Bargaining Committee

COLLECTIVE BARGAINING AGREEMENT
OPEIU LOCAL 8 – UNEMPLOYMENT LAW PROJECT

APPENDIX “A”

January 1, 2022

<u>CLASSIFICATION</u>	<u>START SALARY</u>	<u>ONE YEAR</u>	<u>TWO YEARS</u>
Paralegal	\$ 24.00	\$ 26.00	\$ 28.00
Legal Assistant	\$ 20.00	\$ 22.00	\$ 24.00
Office Manager/Paralegal	\$ 25.00	\$ 27.00	\$ 29.00

liuna#242/afl-cio