



Office and Professional Employees International Union
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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

WASHINGTON STATE COUNCIL OF FIRE FIGHTERS

AND

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

FOR THE PERIOD OF

SEPTEMBER 1, 2022 THROUGH AUGUST 31, 2025

COLLECTIVE BARGAINING AGREEMENT
OPEIU LOCAL 8 – WSCFF

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COLLECTIVE BARGAINING AGREEMENT
WASHINGTON STATE COUNCIL OF FIRE FIGHTERS

PREAMBLE

THIS AGREEMENT is made and entered into at Olympia, Washington this 1st day of September 2022, by and between WASHINGTON STATE COUNCIL OF FIRE FIGHTERS hereinafter referred to as the EMPLOYER, and OFFICE AND PROFESSIONAL EMPLOYEES LOCAL NO. 8, AFL-CIO, hereinafter referred to as the UNION, for the purpose of fixing the 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.

PEACE AND HARMONY

The Employer and the Union recognize that harmonious relations should be maintained between them and the public. The Employer, the Union, and the public have a common and sympathetic interest in the progress of the fire fighter industry.

It is the objective of the Employer and the Union that the obligation of the Employer for successful prosecution of its business and the fulfillment of its responsibilities to the employees be carried on without undue interference arising from any source.

It is the intent of the Employer and the Union to set forth herein their agreement with respect to rates of pay, hours of work, and conditions of employment to be observed by the Employer and the Union; to provide procedures for equitable adjustment of the grievances; to prevent undue interferences with the work of the Employer; and to promote harmonious relations between the Employer and the Union.

ARTICLE 1

UNION RECOGNITION

Section 1.1 The Employer agrees to recognize the Union as the sole collective bargaining agent for all Employees covered by this Agreement.

Section 1.2 The Employer agrees there will be no discrimination in accordance with state and federal laws.

Section 1.3 Any employee not holding membership in the Union at the time of employment shall become a member of the Union thirty-one (31) days from the date of employment.

Section 1.4 Any employee failing or refusing to secure membership in the Union as provided above, shall, upon demand of the Union, be released from the employ of the Employer.

Section 1.5 DUES DEDUCTION. The Employer agrees to deduct Union initiation fees and dues from the wages of each employee who has signed a dues deduction form. The Union

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agrees that initiation fees can be deducted in two (2) payments, one (1) each month. Monthly dues may be deducted in the second pay period of the month. The Employer shall forward such initiation fees and dues to the office of the Union within five (5) days of the last pay period of the month. The Employer will deduct unpaid Union dues and initiation fees from the final paycheck of any eligible employee upon signed authorization from employee including itemized balance due five (5) days prior to issuance of final paycheck. The Union will supply the Employee's signed payroll deduction of Union initiation fees and dues for the Employer's records.

Section 1.6 The Employer agrees not to retain any employee, in the classifications listed herein, whose membership in the Union has been terminated because of failure to tender periodic dues or initiation fees uniformly required as a condition of acquiring or retaining membership in the Union.

Section 1.7 The Union Representative shall have the privilege of conferring with the employees during working hours for the purpose of investigating the working conditions in the office and for the purpose of ascertaining whether the provisions of the Agreement are in full compliance.

Section 1.8 This Agreement shall not apply to any elected or appointed officer of the Employer whose duties in accordance with their Constitution and By-Laws require work of a clerical nature.

Section 1.9 BULLETIN BOARDS. Bulletin boards or space will be made available by the Employer for the purpose of posting Union notices relating to meetings, dues, entertainment, health and safety and general Union activities, courtesy copy to the Employer.

Section 1.10 POLITICAL ACTION DUES DEDUCTION.

Section 1.10(a) The Employer shall deduct from wages of every employee who submits a voluntary authorization form an amount designed by such employee for contribution to OPEIU J. B. Moss Voice of the Electorate (VOTE) Fund. Such deductions shall be made on the same dates that employees receive their regular pay.

Section 1.10(b) Voluntary contributions deducted from employees' pay shall be transmitted to the J.B. Moss VOTE Fund in a check payable to the OPEIU J. B. Moss Voice of the Electorate Fund and forwarded each month by the fifteenth (15th) day of the succeeding month to the Secretary-Treasurer of the Office of Professional Employees International Union, AFL-CIO, 80 Eight Avenue, Suite 610, New York, NY 10011, accompanied by a list of the names of each contributor and the amount of his/her contributions.

Section 1.11 OPEIU HARDSHIP FUND DEDUCTION. The Employer shall deduct the specific sum from the pay of any member of the bargaining unit who voluntarily executes an OPEIU Local 8 Hardship Fund Check-Off Authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. The authorization form will remain in effect until revoked in writing by the employee. The amount deducted and a roster of all employees using payroll deduction for voluntary Hardship Fund contributions will be promptly transmitted to the Union by separate check payable to its order. Upon issuance and

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transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for payment of voluntary contributions to the Union's Hardship Fund hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits, or other forms of liability that may arise against the Employer for or on behalf of any deduction made from wages of such employee.

ARTICLE 2

NEW EMPLOYEES

Section 2.1 The Employer agrees that when vacancies occur or when new employees are needed to perform work covered by the collective bargaining agreement, it shall notify the Union as to the number and type of employees desired and the Union shall endeavor to supply applicants within forty-eight (48) hours of said notice. In the event the Employer is notified that such applicants are not available, or the applicants do not meet the qualifications as determined by the Employer, the Employer may hire from any other available source. A representative from the bargaining unit may participate in the interview process.

Section 2.2 New employees shall be on probation for ninety (90) calendar days from the date of hiring. During the ninety (90) day probation period, such employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. Such employees may be terminated during this ninety (90) day period without any recourse whatsoever. After completion of the ninety (90) day probationary period, seniority shall be effective as of the original date of employment.

Section 2.3 The training period will be one hundred eighty (180) days. Employees will receive an evaluation upon completion of ninety (90) days and the one hundred eighty (180) days. It will be the intent of the Employer to conduct evaluations annually. Employees who have not had an evaluation for eighteen (18) months may request that the Employer conduct one.

ARTICLE 3

PART-TIME AND TEMPORARY EMPLOYEES

Section 3.1 Regular part-time employees shall be entitled to and shall receive vacations with pay and sick leave on the same basis as regular full-time employees prorated to the number of hours worked per month.

Section 3.2 Temporary employees shall be paid the minimum rate for their respective classifications, but shall not be entitled to medical, vacation or sick leave benefits; provided, however, a temporary employee shall accrue longevity for the purposes of advancing to the next higher pay rate. Temporary employees are defined as employees hired to perform a specific job or to assist during a peak period not to exceed ninety (90) days per year. Temporary assignments beyond ninety (90) days may be extended by mutual agreement between the Employer and the Union.

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Section 3.3 The Employer agrees that volunteers or subcontractors will be utilized only when mutually agreed between the Union and the Employer. Volunteers or subcontractors will not be used for the purpose of eliminating positions or hours held by bargaining unit members or in lieu of having additional regular employees of the bargaining unit.

ARTICLE 4

HOURS OF WORK

Section 4.1 The regular hours of work shall not exceed seven (7) hours in any one day to be worked within eight (8) consecutive hours, nor more than thirty-five (35) hours in any one week. Flextime and telecommuting schedules may be arranged by mutual agreement between Employees and the Employer.

Section 4.2 OVERTIME. All time worked in excess of regular working hours shall be paid for at one and one-half (1 ½) times the actual rate and all time worked on Sunday shall be paid at twice the actual rate.

If compensatory time is accrued, it must be taken within the calendar year earned or it will be cashed out on or before August 31, of each calendar year.

Section 4.3 SPECIAL EVENTS. Employees shall tabulate the hours spent at conferences/special events on a daily basis and submit this to the supervisor. Employees may choose overtime compensation or compensatory time for any hours worked beyond the normal work week. Employees will have the day following convention, off and will schedule accordingly.

Section 4.4 TRAVEL TIME. Travel time shall be paid at straight time for the first seven (7) hours and time and one-half (1 ½) if the employee works a full thirty-five (35) hours. All travel time will be considered work time. The employee's time of travel shall be determined by their supervisor at his/her sole discretion based on reasonable expectations.

Section 4.5 Employees shall not be laid off to equalize time worked in excess of their regular work schedule.

Section 4.6 The lunch period shall be at least one (1) hour.

Section 4.7 Relief periods of fifteen (15) minutes shall be allowed in the morning and the afternoon.

Section 4.8 Employees ordered to report and then not put to work shall receive at least four (4) hours' pay.

Section 4.9 Employees required to work two (2) hours before or after work shall receive a meal at the Employer's expense.

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Section 4.10 Employees who perform additional duties while other employees are on extended leaves of three (3) weeks or longer shall be compensated by an additional ten percent (10%) of hourly rate.

ARTICLE 5

SENIORITY

Section 5.1 Seniority shall mean length of continuous service with the Employer.

Section 5.2 Seniority shall be the prevailing factor on any layoff situation (i.e., last hired--first laid off). In restoration of laid off employees, the same consideration shall be given.

Section 5.3 Seniority shall be the prevailing factor for vacations, except for prime-time vacations.

ARTICLE 6

PROMOTIONS

Section 6.1 All full-time and part-time employees shall be notified of any positions that become open. If present employees do not want the open position or do not meet the minimum qualifications, the Employer shall revert to Article 2. Employees shall notify the Employer within three (3) working days of their desire to fill the open position.

Section 6.2 Promotions shall be based on qualifications and seniority. If employees have the same relative qualifications, seniority shall prevail.

ARTICLE 7

LAYOFFS - DISCHARGES

Section 7.1 The Employer agrees that in laying off employees he/she will make such layoffs in accordance with the seniority standing of the employees by classification.

Section 7.2 Employees who will be laid off shall be given two (2) weeks' notice or two (2) weeks' pay in lieu of such notice, plus one (1) week of pay for every year of service after three (3) years of employment. Regular employees who desire to voluntarily terminate their employment shall give the Employer two (2) weeks' notice prior to the termination date selected and, if requested by the Employer, shall, during the period of notice, assist with the training of replacement.

Section 7.3 No employee shall be discharged except for just cause. Change of officers or administration is not cause for termination under this Agreement. The Employer shall use a uniform system of formal reprimands, written warning notices, and suspension for poor work performance. Employees shall be given an opportunity to read and sign all letters of warning and performance evaluations before placement in employee personnel files. Upon written request by an employee, copies of such notices shall be given to the employee within three (3)

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working days of the date of the request. The employee may be required by the Employer to sign such material, acknowledging receipt thereof. The employee's signature, however, shall not be construed as an admission of guilt or concurrence, but rather shall be an indication that the employee has seen and comprehends the gravity of disciplinary action taken or the substance of performance evaluations. If requested by the employee, the Union shall be notified of all warning letters. At the employee's request, written disciplinary records shall be removed from his/her file after two (2) years if no similar infractions occur. No employee shall be given notice while on paid sick leave, vacation or leave of absence.

Section 7.4 Employees shall have the right to have their Union Representative or Shop Steward present at all disciplinary meetings, formal or informal. It is the employee's responsibility to request the presence of a Union Representative or Shop Steward.

Section 7.5 An employee discharged by the Employer shall, upon written request made within ten (10) days of notice of discharge, be given a written statement of the reason(s) for discharge within five (5) working days from the date of receipt of the request.

ARTICLE 8

HOLIDAYS

Section 8.1 Employees required to work on holidays shall receive double the normal rate of pay.

Section 8.2 Holidays falling on Saturday shall be observed on Friday. Holidays falling on Sunday shall be observed on Monday. In the event Independence Day falls on a Tuesday or Thursday, the preceding Monday or following Friday, respectively, shall also be observed as a holiday.

Section 8.3 The following holidays shall be observed and shall be paid for as though the employee had worked a full shift at their actual rate of pay:

Martin Luther King Day	Labor Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Juneteenth**	Day After Thanksgiving Day
Independence Day	*Two (2) Personal Holidays

And/or holidays observed by the Employer.

*New employees hired prior to July 1 will receive two (2) days their first year. New employees hired after July 1 will receive one (1) day.

**The parties agree that Juneteenth will be observed the day preceding Thanksgiving Day.

Section 8.4 The Employer shall close the office entirely from Christmas Eve Day through New Year's Day and employees shall be paid for as though the employee had worked a full shift at their actual rate of pay.

ARTICLE 9

SICK LEAVE

Section 9.1 Employees shall be entitled to and shall receive one (1) day per month (twelve (12) days per year) or one hour for every thirty five (35) hours worked, whichever is greater, for sick leave as set forth in RCW 49.46. An employee separated from service due to death or disability is compensated to the extent of forty percent (40%) of his/her sick leave accruals. An employee separated in good standing from service for any other reason is compensated to the extent of thirty percent (30%) of his/her sick leave accruals, up to a maximum accrual of one hundred twenty (120) days. The Employer agrees, at the fiscal year end, on an annual basis, to buy back or convert to vacation, any sick leave over eight hundred forty (840) hour maximum at fifty percent (50%) of their base wage for those hours.

Section 9.2 No employee shall be dismissed during periods of absence due to use of sick leave. Employees shall be re-employed upon recovery, provided such period shall not exceed one (1) year.

ARTICLE 10

VACATIONS

Section 10.1 Full-time employees receive paid vacations accrued monthly starting on their anniversary (hire) date, and are eligible to use accrued vacation after six (6) months of service with the WSCFF.

The following rates of vacation leave will be credited for each year of continuous employment:

<u>Employment Year</u>	<u>Vacation Days Earned Per Year</u>
1 to 4	15 days
5 to 10	20 days
11 to 15	25 days
16 to 20	28 days
21 to 25	31 days
26+	37 days

The minimum time that earned vacations may be taken is one-quarter (.25) of an hour increments. Employees should schedule this time with their supervisor as far ahead as possible, and must account for it as vacation time on their time card.

All vacations of one (1) week or more must be scheduled and approved through a written request to the Supervisor a minimum of thirty (30) days in advance unless other arrangements have been made. Vacations will be scheduled on a first-come, first-served basis. No more than three (3) people may be off at any one time unless approved by his/her immediate supervisor.

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Prime vacation times (i.e., near holidays) will be identified by the employees. An employee who was on vacation during one of the prime times will be ineligible for the same prime time the following year unless all other employees decline that time.

Employees are encouraged to use their earned vacation time. A maximum of forty (40) days will be allowed to accrue. Unused vacation time above that time will be lost if not used. The Employer may allow a higher rate of vacation to carry over from the previous year provided a request for extended leave has been submitted and approved for the following year.

Section 10.2 Employees leaving WSCFF will be paid their earned vacation balance.

ARTICLE 11

LEAVE OF ABSENCE

Section 11.1 Leave of absence may be granted to an employee for reasons such as going to school, or military duty—either compulsory or voluntary, extending vacations and for other valid reasons. Request for leave of absence must be made to the Employer in writing, and each case will be decided on its merits, except as may be provided by law for employees who have entered the service of the United States. Requests for this leave must be made three (3) months in advance.

Section 11.2 CIVIL LEAVE. Employees will be granted civil leave if called to serve on a jury or subpoenaed to testify in court in connection with their employment at WSCFF. Employees on jury duty shall receive their regular rate of pay. Employees who testify in non-work related matters may use sick or annual leave. An employee is required to make arrangements with his/her supervisor in advance of the absence.

Section 11.3 BEREAVEMENT LEAVE. Bereavement leave without loss of pay shall be granted to a maximum of thirty-five (35) working hours for each death in the employee's immediate family, defined as spouse, spousal equivalent, child or stepchild, mother or step mother, father or step father, brother, sister, grandparents or step grandparents and grandchildren or step grandchildren, in-laws, foster parent(s) or foster child(ren) shall be considered immediate. Also covered is the loss of a child in the event the employee would have qualified for prenatal or postnatal medical leave or family leave to bond with the child, for the seven (7) days following the loss of a child. Additional leave covered relationships, or non-covered relationships, will be allowed with the use of sick leave. Requests for additional time off or for other family members will be considered on a case-by-case basis. Sick Leave may be used to extend Bereavement Leave for up to seventy (70) working hours with approval.

Section 11.4 HEALTH/FAMILY LEAVE

Section 11.4(a) HEALTH LEAVE. After one (1) year of continuous employment, permission shall be granted for leave of absence for health reasons including disability because of pregnancy or childbirth without loss of accrued benefits. Exceptions may be considered for emergency medical conditions. The one (1) year service requirement shall not apply to health leaves for temporary disability due to pregnancy or childbirth. A leave of absence begins on the date of first absence from work. Accrued sick leave or vacation shall be used during the

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period of temporary disability. If accrued sick leave is exhausted prior to the end of a leave of more than three (3) days, any accrued vacation shall then be used, except that an employee may elect to reserve up to ten (10) days (prorated for part-time employees) of vacation.

An employee on a leave of absence for health reasons not exceeding twelve (12) weeks shall be entitled to return to his/her prior position. Employees who return within one (1) year shall be placed in a like position at his/her previous pay scale. The Employer may extend this time frame beyond one (1) year.

Section 11.4(b) FAMILY LEAVE. Pursuant to the Family and Medical Leave Act of 1993, upon completion of one (1) year of employment, an employee shall be granted up to twelve (12) weeks of unpaid leave in a twelve (12) month period to: (a) care for the employee's child after birth or placement for adoption or foster care; or (b) to care for a qualified family member who has a serious health condition; or (c) for a serious health condition that makes the employee unable to perform the employee's job. The Employer shall maintain the employee's health benefits during this leave and shall reinstate the employee to the employee's former or equivalent position at the conclusion of the leave. The use of family leave shall not result in the loss of any employment benefit that accrued prior to the commencement of the leave. Under certain conditions, family leave may be taken intermittently or on a reduced work schedule. Ordinarily, the employee must provide thirty (30) days' advance notice to the Employer when the leave is foreseeable. An employee shall use accrued paid leave during family leave, except that the employee may elect to reserve up to ten (10) days (pro-rated for part-time employees) of vacation. Paid leave may be utilized for dependent children, spouse, spousal equivalent, siblings, or parent. The Employer will comply with the terms and conditions of the Family Care Act RCW 49.12.265 enacted January 1, 2003 and the Family Leave Act RCW 49.78.

Section 11.5 WASHINGTON PAID FAMILY AND 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, 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 vacation leave to supplement the state's compensation when taking Washington Paid Family & Medical Leave. The Employer will continue to provide medical/dental/vision benefits set out in Article 13.

Section 11.6 An employee who, while on leave of absence, engages in other employment, or fails to report for work, or fails to ask for a renewal of his/her leave on or before the expiration of his/her leave, will be considered as having quit without notice and shall cease to be an

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employee of the Employer. Exceptions to this clause may be made by mutual agreement in writing between the Employer and the Union.

Section 11.7 Employees who are elected by their Union to serve as delegates or representatives to Union conventions or similar Union meetings shall, after reasonable notices to the Employer, be granted leave with pay not to exceed three (3) working days per year, provided staffing needs are met.

Section 11.8 SHARED LEAVE. A shared leave program will be available for employees who have an extended illness for themselves or a dependent family member resulting in the exhaustion of all of their paid leave. Other employees may donate days or hours not to exceed ten (10) days annually to their co-workers as long as the donating employee retains at least ten (10) days of their own leave.

Section 11.9 The Employer agrees to abide by all state and federal leave laws.

ARTICLE 12

EDUCATION

The Employer shall reimburse any employee for tuition and books (up to the cost of a public university, i.e., University of Washington) upon proof of successful completion of a course(s) in a field of study related to the employee's job at a university, college or community college and the issue of job-relatedness shall be at the sole discretion of the Employer. This amount shall be refunded by the employee if the employee resigns from employment within one (1) year of the end of the semester for which the employee has been reimbursed.

ARTICLE 13

HEALTH AND WELFARE

Section 13.1 The Employer agrees that all benefits now being extended to the employees, such as sick leave, pensions, insurance, wages, working conditions, etc., shall remain in force and shall not be rescinded during the life of this Agreement.

Section 13.2 The Employer agrees to pay medical benefits through the IAFF Health and Welfare Trust or comparable plan. Full-time employees may sign up for paid medical benefits at the beginning of the next month following completion of thirty (30) days of work. Vision coverage at the top level will be provided.

A medical insurance option for dependents, providing the same coverage as for employees, is available. One hundred (100%) percent of the cost of this coverage is paid by the WSCFF.

Section 13.3 The Employer agrees to provide full family dental benefits for each employee who is compensated for sixty-five (65) or more hours in the preceding month.

Section 13.4 The Employer agrees to provide full family vision benefits for each employee who is compensated for sixty-five (65) or more hours in the preceding month.

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Section 13.5 Should an employee waive the Employer provided medical benefits due benefits being provided through other employer-based group medical insurance, TRICARE, or Medicare, the employee shall receive three hundred dollars (\$300) per pay period in lieu of benefits.

Section 13.6 Employees shall have an annual option to accept or waive coverage of the medical benefit.

Section 13.7 The Employer agrees to provide a 401(k) retirement plan for eligible employees. The Employer shall match employee contributions up to ten (10%) percent.

Section 13.8(a) A full-time employee who is age fifty (50) and chooses to retire from the WSCFF and will not be employed by another employer who provides medical/dental coverage for its employees, shall be provided with the following: After completing ten (10) years of service, the retiree will be granted five (5%) percent per full year of service toward the cost of medical and dental premiums, based on the WSCFF's group rate, up to a maximum of eighty (80%) percent to be paid to the retired employee until he/she is eligible for Medicare. Example; the cost of medical and dental premiums paid to a 55-year-old retiring employee with fifteen (15) years of service would be seventy-five (75%) percent per month. The retiree shall also be allowed to purchase medical/dental coverage through the WSCFF at the applicable group rate until he/she is eligible for Medicare.

Section 13.8(b) Employees, after completing five (5) years but fewer than ten (10) years of service, who choose to retire from the WSCFF and who will not be employed by another employer who provides medical/dental coverage for its employees shall be allowed to purchase medical/dental coverage at the WSCFF group rate until he/she is eligible for Medicare.

Section 13.8(c) Employees who retire after reaching Medicare retirement age, shall get five percent (5%) per year of service of their salary to be used toward the cost of a Medicare Supplemental plan up to a maximum of eighty percent (80%) and will be eligible to purchase a Medicare Supplemental plan through the NW Firefighters Benefits Trust for a maximum of ten (10) years.

Section 13.9 The Employer agrees to deduct and forward the premiums for disability insurance, group life and AD&D, for each employee who is compensated for sixty-five (65) or more hours in the preceding month.

Section 13.10 The Employer will develop a Section 125 medical expense reimbursement plan for employee participation.

Section 13.11 The Employer will provide an Employee Assistance Program (EAP) through IAFF Health and Welfare Trust.

Section 13.12 Upon failure of the Employer to make any of the payments required by this Agreement, the Union may, ten (10) days after written notification to the Employer of failure of such payments, undertake economic action against such defaulting Employer to enforce

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prompt payment, and such action shall not be deemed to be in violation of this Agreement or any of the provisions thereof.

Section 13.13 The Employer agrees to continue to pay the full premiums (employee and employer portions) for the Washington State Paid Family and Medical Leave program for all represented employees.

ARTICLE 14

COMPENSATION

Section 14.1 WAGE SCHEDULES. The wage scale in Appendix "A" shall be the minimum wage rates for each classification. Wage increase: Effective September 1, 2022, and each year of the contract (2023 and 2024), wages shall be increased one hundred percent (100%) of published Seattle/Tacoma/Bellevue CPI-W Index (2nd half of the preceding calendar year) or two percent (2%) across the board, whichever is higher.

Section 14.2 The Employer agrees to provide paychecks every other Friday.

ARTICLE 15

GRIEVANCE PROCEDURE

Section 15.1 Grievances are defined as disputes arising between the Employer and the employee(s) or between the Employer and the Union with respect to the interpretation or application of the terms of this Agreement. Disputes shall be settled according to the following procedures:

Step 1. Employee grievances shall be taken up with the employee's immediate supervisor by the employee and/or a Shop Steward within fifteen (15) calendar days of the time when the employee knew or should reasonably have known of the act or occurrence whichever is later.

Step 2. Disputes not settled in Step 1 shall be reduced to writing and referred to the Union Representative and the representative designated by the Employer within five (5) calendar days from the date the grievance was taken up with the immediate supervisor. The Union and Employer representatives shall utilize conciliatory methods as may be mutually agreed upon between the parties to attempt to resolve the dispute. If the dispute is not resolved within five (5) days, the grievance will be referred to Step 3.

Step 3. If the grievance is not resolved at Step 2, the grievant/Union shall submit the grievance in writing to the State Council Executive Board within five (5) calendar days of receipt of the Step 2 decision. If the Executive Board desires testimony or additional evidence, it will notify the grievant/Union. The Board will notify the grievant/Union if the written evidence is adequate. In all cases notice will be provided no less than seven (7) calendar days prior to the next meeting of the Board.

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The Board will discuss the grievance as its first order of business. The Board shall submit its written decision to the grievant/Union within five (5) calendar days of the Executive Board meeting. If the dispute is not resolved to the satisfaction of the grievant/Union, it shall be referred to Step 4.

Step 4. The party desiring arbitration shall within five (5) days after the five (5) day period provided to resolve the grievance at the Step 2 level, notify in writing the other that it desires arbitration of the unresolved grievance. If the Union and the Employer are unable to agree upon an arbitrator, request shall be made to the U.S. Mediation and Conciliation Service and/or American Arbitration Association to name a panel of not less than five (5) impartial persons, from which the parties shall select an arbitrator by the process of elimination, each in turn striking a name from the panel until but one (1) remains. The arbitrator shall not have the right or power to change any term of this Agreement or impose upon the Employer any obligation not expressly assumed hereunder nor shall such arbitrator have the right to deprive the Employer of any expressed or implied right reserved to it herein.

In each case submitted for arbitration, the arbitrator must make findings setting forth the reasons for the decision. The decision of the arbitrator shall be final and binding on the parties to this Agreement. The parties shall bear the cost of any such arbitration equally between them.

Section 15.2 Grievances not processed within the time limit set forth herein shall be deemed waived. The parties may, by mutual agreement, in writing, extend the time limits.

ARTICLE 16

STRIKES AND LOCKOUTS

Section 16.1 It shall not be considered a violation of this Agreement for the employee to refuse to pass a bona fide picket line established by any AFL-CIO Union, provided such picket line has been approved by the appropriate Central Labor Council.

Section 16.2 It shall not be considered a violation of this Agreement for the employee to refuse to perform work detoured to their office from a firm which has been placed on the "Unfair List" of any Central Labor Council affiliated with the AFL-CIO.

ARTICLE 17

SAVINGS CLAUSE

In the event laws are passed by the State or Federal Government which conflict with the provisions of this Agreement relating to hours or wages, the provisions of this Agreement which are in conflict therewith may be reopened for negotiations without affecting the remaining portions of this Agreement.

ARTICLE 18

SUCCESSORS

In the event that the Employer shall, by merger, consolidation, election, or by 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 in this agreement.

ARTICLE 19

TERM OF AGREEMENT

This Agreement shall become effective as of September 1, 2022, and shall remain in effect until August 31, 2025, and shall thereafter automatically renew itself until either party shall give sixty (60) days written notice of the desire to terminate, modify or change this contract. Upon the giving of such notice, the parties shall proceed to negotiate a new contract, the terms of which shall be retroactive to the anniversary date.

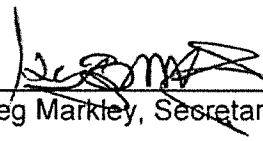
Signed this _____ day of _____, 2023.

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

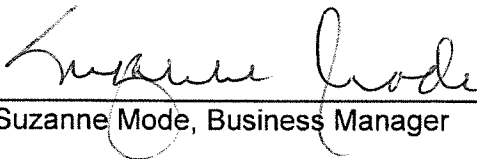
**WASHINGTON STATE COUNCIL
OF FIRE FIGHTERS**

By 

Leslie Liddle, Union Representative

By 

Greg Markley, Secretary/Treasurer

By 

Suzanne Mode, Business Manager