



Office and Professional Employees International Union  
2800 First Avenue, Room 304 • Seattle, WA 98121 • (206) 441-8880 • 1-800-600-2433

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**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**DAVID B. CONDON, PLLC**

**AND**

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

**FOR THE PERIOD OF**

**OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2019**

COLLECTIVE BARGAINING AGREEMENT  
OPEIU LOCAL 8 – DAVID B. CONDON, PLLC

TABLE OF CONTENTS

	<u>PAGE</u>
Employment Practices .....	2
Grievances.....	6
Health and Welfare .....	3
Holidays .....	3
Hours of Employment.....	2
Leaves of Absence .....	5
Pension .....	5
Recognition.....	1
Saving Clause.....	7
Seniority .....	1
Sick Leave .....	4
Termination and Renewal .....	7
Union Business.....	2
Vacations .....	3
Wages.....	5

## COLLECTIVE BARGAINING AGREEMENT

DAVID B. CONDON, PLLC

**THIS AGREEMENT** is made by and between the **OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 8, AFL-CIO**, hereinafter called the Union, and **DAVID B. CONDON, PLLC**, hereinafter called the Employer. It is understood and agreed that any employee receiving higher wages or more favorable working conditions than provided for in this Agreement shall not suffer by reason of its signing or adoption.

### ARTICLE 1

#### RECOGNITION

**Section 1.1** The Employer agrees to recognize the Union as the sole collective bargaining agent for all office and clerical employees, exclusive of: (1) supervisory employees with authority to hire, transfer, suspend, lay-off, recall, promote, discharge or discipline other employees, or effectively to recommend such action, if, in connection with the foregoing, the exercise of such authority is not merely routine in nature but requires the use of independent judgment; (2) attorneys; (3) legal intern and law clerks; and legal secretary students or legal assistant students while engaged in full or part time study, to include but not be limited to work-study students who work no more than seventy (70) hours per month.

**Section 1.2** The Employer agrees that all employees covered under this Agreement shall, as a condition of employment, thirty-one days from the effective date of this Agreement, become and remain members of the Union in good standing.

**Section 1.3** 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 days from the date of employment become and remain members of the Union in good standing.

**Section 1.4** The Employer may hire temporary employees for a period of ninety (90) calendar days during periods of peak workloads, for a specific assignment, for vacation relief or for extended illness relief as set forth in Section 12.2. Temporary employees shall be subject to a work permit form the Union office. Temporary assignments may be extended beyond ninety (90) calendar days by mutual agreement between the Employer and the Union.

### ARTICLE 2

#### SENIORITY

**Section 2.1** Seniority shall be defined as continuous length of service within the bargaining unit.

**Section 2.2** All factors being equal, seniority shall prevail in promotions and layoffs.

**ARTICLE 3**

**EMPLOYMENT PRACTICES**

**Section 3.1** Newly hired employees shall be considered on a trial basis for a period of six calendar months from the date of hiring. During the term of the six-month probationary period, such employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. Such employees may be terminated at any time during this period of six months without any recourse whatsoever. After the completion of the six-month period, seniority shall be effective as of the original date of employment.

**Section 3.2** It is understood and agreed that the Employer has the right to terminated the services of employees for just cause, provided, however, that no employee shall be discriminated against for membership in or activities on behalf of the Union.

**Section 3.3** In the event of termination of services, two weeks notice of termination shall be given by the Employer to any employee employed one year or more, and one week's notice of termination shall be given employees with more than six months, but less than one year's continuous employment.

**Section 3.4** Employees with one or more years service shall give the Employer two weeks notice and employees with more than six months, but less than one year's service shall give the Employer one week's notice of intent to terminate employment. Any employee not complying with this section may be required to forfeit any and all accrued vacation pay.

**ARTICLE 4**

**UNION BUSINESS**

The Union Representative shall have the privilege of conferring with the employee during working hours (period not to exceed 15 minutes) for the purpose of investigating the working conditions existing in the office and for the purpose of ascertaining whether the provisions of the Agreement are in full compliance.

**ARTICLE 5**

**HOURS OF EMPLOYMENT**

**Section 5.1** Eight (8) hours shall constitute a day's work. Forty (40) hours in five days shall constitute a week's work. Daily hours shall be consecutive with the exception of not more than one hour for lunch. All work in excess of eight hours in any day, forty hours or five days in any week, or on Saturday or Sunday shall be paid for at the rate of time and one-half.

**Section 5.2** Employees shall be entitled to two fifteen-minute rest periods per day, to be taken as nearly as possible to the middle of the morning and afternoon shifts.

**ARTICLE 6**

**HOLIDAYS**

**Section 6.1** It is agreed that the following days shall be paid holidays:

New Year's Day	Veterans' Day
Martin Luther King Day	Thanksgiving Day
President's Day	Day After Thanksgiving
Memorial Day	Day Before Christmas
July 4 <sup>th</sup>	Christmas Day
Labor Day	Employee's Birthday

And any other day observed as a holiday by the Employer. When a holiday falls on a Sunday, the following Monday shall be observed. Holidays falling on Saturday will be observed the Friday before.

**Section 6.2** In the event any of the above-mentioned holidays should fall within an employee's vacation period an extra day's vacation shall be granted.

**Section 6.3** Part-time employees without a regular schedule or who work less than seventy hours per month shall not be compensated for holidays.

**ARTICLE 7**

**VACATIONS**

**Section 7.1** Annual vacations with pay shall be given employees on the plan of two weeks' paid vacation after one year's service, three weeks' paid vacation after five years' service, four weeks' paid vacation after ten years' service, five weeks' paid vacation after fifteen years' service. Employees shall be allowed to roll over no more than forty (40) hours of vacation from year to year.

**Section 7.2** If after one or more years' service, and prior to taking his/her vacation, an employee's services terminate, he/she shall be paid for vacation time pro-rated on the basis outlined in paragraph above, for the time worked for which vacation time has not been paid or awarded.

**Section 7.3** Part-time employees without a regular schedule or who work less than seventy hours per month shall not receive vacation benefits.

**ARTICLE 8**

**HEALTH AND WELFARE**

**Section 8.1** The Employer agrees to provide for each eligible employee covered by this Agreement, Regence/Blue Shield Platinum Plan (\$2500 out-of pocket maximum) or comparable coverage. The Employer further agrees to provide coverage, for the employees'

COLLECTIVE BARGAINING AGREEMENT  
OPEIU LOCAL 8 – DAVID B. CONDON, PLLC

dependents under the age of twenty (20). The entire cost of the employee and dependent (child(ren) coverage shall be paid by the Employer.

The Parties agree that should the premium for healthcare coverage increase by more than five percent (5%), the Parties will reopen this section for negotiations.

**Section 8.2 Dental.** The Employer shall provide and pay for employee and dependents under the age of twenty (20) dental coverage for each eligible employee.

**Section 8.3 Vision.** The Employer shall provide and pay for each employee and dependents under the age of twenty (20) vision coverage for each eligible employee.

**Section 8.4 Group Life Insurance Benefits.** The Employer shall provide and pay for each employee group life insurance in the amount of \$10,000.

**Section 8.5 Maintenance of Benefits.** The Employer shall continue to provide same level of benefits for medical, dental, vision and group life insurance for the life of this Agreement. However, the Employer shall not be obligated to provide health, dental or vision benefits to any employee covered by this Agreement who has equal or greater coverage as a dependent through a plan enjoyed by a spouse or domestic partner.

**Section 8.6** The Employer shall establish a Section 125 Premium Only Plan (POP) or similar pre-tax account to allow employees to withhold a portion of their pre-tax salary to pay premium contributions. The Parties agree to revisit this section no later than September 1, 2018 for the purpose of determining the need for the plan.

## ARTICLE 9

### **SICK LEAVE**

Credit for sick leave, commencing with the first month of employment shall accrue to regular employees at the rate of one day for each full month's work, cumulative to a total of sixty working days. Sick leave shall be used only in case of bona fide illness or injury, incapacitating the employee, dependent child, spouse, or parent (use for spouse or parent with understanding that medical statement may be asked to be provided at expense of sick party). A doctor's certificate or other reasonable proof of illness may be required by the Employer after the third day's absence. The Employer may also request a doctor's certificate where it has reasonable grounds to believe the employee may be abusing the sick leave provisions. Employees on bona fide sick leave shall be paid at their regular rate of pay to the extent of their accumulated sick leave credit. When the maximum allowable credit of sixty days' sick leave has been accumulated, no further credit will thereafter be allowed to an employee until such time as this maximum has been reduced by legitimate claim against the same. An incapacitated employee may be eligible to use sick leave as soon as it has been earned. Employees will not be compensated for unused sick leave upon termination of employment.

## ARTICLE 10

### LEAVES OF ABSENCE

**Section 10.1** Employees will be granted a leave of absence without pay for disabling health reasons, maternity or adoption not to exceed three months. Employees shall retain and accumulate seniority during such leave. An additional leave of absence may be granted for a period in excess of three months by mutual agreement. However, additional seniority may not accumulate.

**Section 10.2** Employees on leave shall be allowed to use accumulated sick leave and vacation to the extent it has accrued.

**Section 10.3** In case of death in the immediate family, an employee shall be granted leave with pay: Three days, within State of Washington; Five days, outside State of Washington. Immediate family shall include spouse or spousal equivalent, parent, sibling, children, grandchildren, foster and adopted children. In-laws are also included in definition of immediate.

**Section 10.4** An employee called for jury duty shall be granted time off and shall be paid the difference between jury pay and regular wages for actual time served on jury duty.

## ARTICLE 11

### PENSION

**Section 11.1** The Employer shall contribute three dollars and seventy-five cents (\$3.75) per compensable hour for each bargaining unit employee for the purpose of providing retirement benefits for eligible employees pursuant to provisions of the Western States Office and Professional Employees Pension Fund. Additionally, the Employer agrees to continue to contribute to the Plan as set forth in the applicable Rehabilitation Plan Schedule.

**Section 11.2** Upon failure of the Employer to make any of the payments required by this Agreement, the Union may, after ten days after written notification to the Employer of failure of such payments, undertake economic action against such defaulting Employer to enforce prompt payment, and such action shall not be deemed to be in violation of this Agreement or any of the provisions thereof.

## ARTICLE 12

### WAGES

**Section 12.1** The Employer will pay the employees covered by this Agreement, and the Union agrees that such employees will accept the rates of pay for the respective job classifications set forth in the attached Pay Scale. The rate ranges therein set forth shall not preclude payment of higher rates of pay to any employee whose work in the Employer's judgment may warrant payment of a higher rate.

COLLECTIVE BARGAINING AGREEMENT  
OPEIU LOCAL 8 – DAVID B. CONDON, PLLC

**Section 12.2** Rates of pay for employees:

**Effective October 1, 2017**

Paralegal/Legal Assistant           \$5,400.00/month

Bookkeeper/Legal Assistant       \$3,600.00/month

Effective October 1, 2017, each regular employee will receive a bonus of one thousand seven hundred and fifty dollars (\$1,750.00).

**Part-Time: (under 70 hours per month or irregular schedule)**

Paralegal/Legal Assistant           \$24.50 per hour

Legal Secretary                       \$18.35 per hour

Bookkeeper                             \$17.85 per hour

Receptionist                          \$15.31 per hour

**Temporary:**

A temporary employee is one who is hired to work on an intermittent basis as an interim replacement or for temporary work on a predetermined work schedule involving a specific work assignment, during peak workloads, for vacation relief or for extended illness relief and for a period, which does not extend beyond ninety (90) calendar days, unless a mutually agreed extension has been reached between the Employer and the Union. A temporary employee shall receive the hourly rate of pay agreed upon for part-time employees (under 70 hours per month or irregular schedule) and shall receive no other benefits as defined in this Agreement.

Temporary rates shall be negotiated prior to the hiring of temporary employees.

**Section 12.3** In the event a new job is created within the bargaining unit, the classification for said job shall become the subject for negotiations between the Employer and the Union.

**ARTICLE 13**

**GRIEVANCES**

**Section 13.1** A grievance within the meaning of this Agreement shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to any matter of wages, hours and working conditions, or any dispute between the parties involving interpretation or application of any provisions of this Agreement.

**Section 13.2 Step I** An aggrieved employee and the union representative shall present his/her grievance within fifteen (15) days of its occurrence or when discovered, or such grievance will be deemed waived by the Union and the Employer. The Employer shall have fifteen (15) days following the Step I meeting to respond in writing.



**Section 13.3 Step II** If the grievance is not resolved at Step I, the parties shall mutually agree to submit the grievance to mediation through Federal Mediation and Conciliation Service.

**Section 13.4 Step III – Arbitration** If within five (5) working days the parties cannot agree to a mutually acceptable arbitrator or mediator, then either party may apply directly to the U.S. Federal Mediation and Conciliation Service or the American Arbitration Association, for the appointment of an arbitrator or mediator. The decision of the arbitrator or mediator shall be final and binding upon the parties hereto, and the arbitrator's fees shall be borne equally by the parties.

**Section 13.5** It is understood and agreed that all matters pertaining to the proper application and interpretation of any and all of the provisions of this Agreement shall be adjusted between the proper representatives of the Employer and the accredited representatives of the Union. If, in any of the foregoing steps, either party fails to carry out the procedures involved in these steps, the other party may take the dispute to arbitration and/or mediation.

**Section 13.6** It shall be the intention of the parties to settle all differences between the Employer and the Union through grievance process and arbitration or mediation in accordance with the provisions of this Agreement. Therefore, the Employer agrees that it will not lock out its employees, and the Union agrees that it will not sanction a strike, slow down or work stoppage during the life of this Agreement.

**Section 13.7** In the event any other employees of the Employer engage in any strike or refusal to work, place or maintain pickets at or on the Employer's premises, then any refusal to work or failure to cross such picket line by members of the Office and Professional Employees International Union Local 8 shall not be considered a violation of this Agreement, any other language to the contrary notwithstanding.

## ARTICLE 14

### SAVING CLAUSE

Should any part hereof, or any provision herein contained, be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.

## ARTICLE 15

### TERMINATION AND RENEWAL

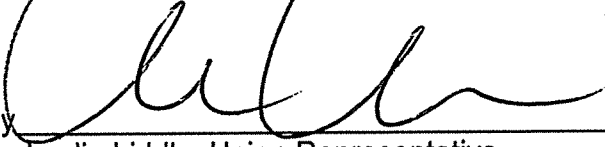
This Agreement shall be in full force and effect with the exception of previously noted sections, from October 1, 2017, through September 30, 2019, and shall continue in effect from year to year thereafter unless either party gives notice in writing at least sixty (60) days prior to any expiration or 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

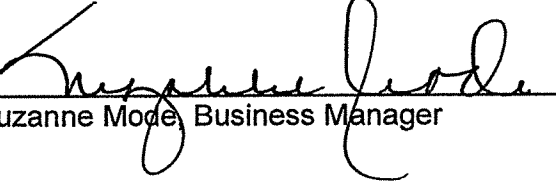
COLLECTIVE BARGAINING AGREEMENT  
OPEIU LOCAL 8 – DAVID B. CONDON, PLLC

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.

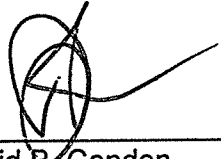
Signed this 22<sup>nd</sup> day of February 2018.

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

By   
Leslie Liddle, Union Representative

By   
Suzanne Mode, Business Manager

DAVID B. CONDON, PLLC

By   
David B. Condon