



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

PIERCE COUNTY CENTRAL LABOR COUNCIL, AFL-CIO

AND

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

FOR THE PERIOD OF

JULY 1, 2020 THROUGH JUNE 30, 2023

COLLECTIVE BARGAINING AGREEMENT
OPEIU LOCAL 8 – PIERCE COUNTY CLC, AFL-CIO

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COLLECTIVE BARGAINING AGREEMENT

PIERCE COUNTY CENTRAL LABOR COUNCIL, AFL-CIO

THIS AGREEMENT is made and entered into, by and between **PIERCE COUNTY CENTRAL LABOR COUNCIL, AFL-CIO** its successors and assigns, hereinafter referred to as the Employer, and the **OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 8, AFL-CIO** hereinafter referred to as the Union, for the purpose of fixing the wage scale, schedule to clearly define mutual obligations between the parties hereto. Therefore, it is mutually agreed as follows:

ARTICLE I

RECOGNITION

Section 1.01 The Employer agrees to recognize the Union as the sole and exclusive collective bargaining agent for all employees covered by this Agreement.

Section 1.02 This Agreement shall not apply to any elected or appointed officers of the Employer whose duties in accordance with its Constitution and By-Laws require clerical work.

ARTICLE 2

UNION SECURITY

Section 2.01 All employees covered by this Agreement, as a condition of employment, thirty-one (31) days from the date of hire, shall become and remain members of the Union in good standing.

Section 2.02 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 2.03 The Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a political action contribution authorization form. The authorizing assignment of wages will be transmitted to the Union. The Union and each employee authorizing the assignment of wages for payment of the voluntary political action contributions hereby undertakes to indemnify and hold harmless from all claims, demands, suits and other liability that may arise against the Employer for or on account of any deduction made from the wages of such employees.

Section 2.04 OPEIU Local 8 Hardship Fund Check-off. The Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a Hardship Fund contribution authorization. The amount deducted, payable to OPEIU Local #8 Hardship Fund, and a roster of each employee authorizing assignment of wages will be transmitted to the Union. The Union and each employee authorizing the assignment of wages for payment to the

OPEIU Local 8 Hardship Fund hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits and other liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.

ARTICLE 3

HIRING

Section 3.01 When vacancies occur or when additional employees are needed to perform work covered by this Agreement, the Employer shall notify the Union as to the number and type of employees desired, and the Union shall endeavor to supply such help within forty-eight (48) hours.

Section 3.02 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.

ARTICLE 4

GENERAL

Section 4.01 It shall not be considered a violation of this Agreement for an employee to honor a bona fide picket line sanctioned by any Central Labor Council affiliated with the Washington State Labor Council, AFL-CIO or by the Washington State Labor Council, AFL-CIO or by any CLC or other State Federation affiliated with the AFL-CIO.

Section 4.02 It shall not be considered a violation of this Agreement for an employee to refuse to perform work detoured to the office from a firm that has been placed on the "DO NOT PATRONIZE/UNFAIR LIST" of any Central Labor Council affiliated with the Washington State Labor Council, AFL-CIO or by the Washington State Labor Council, AFL-CIO.

Section 4.03 The Business Representative of the Union shall have the privilege of conferring privately with an employee during work hours to investigate working conditions in the office and to ascertain whether the provisions of the Agreement are being complied with.

Section 4.04 The Employer agrees that all fringe benefits now being extended to employees shall remain in full force and effect and shall not be rescinded during the life of this Agreement.

Section 4.05 The Employer agrees that the health and safety of the employees is paramount and supports a work-life balance. To this end, the Employer agrees to consider flexibility in work (hours and location) and provide adequate accommodation in the office space.

ARTICLE 5

WORK SCHEDULE

Section 5.01 The regular hours of work shall not exceed seven (7) hours in any one day to be worked within eight (8) consecutive hours between 7:30 a.m. and 6:00 p.m., nor thirty-five (35)

hours in any one week, Monday through Friday, inclusive. The workday on Wednesdays, when the Central Labor Council delegates and/or the Executive Board meets, will consist of seven (7) hours to be worked within eight (8) consecutive hours between 9:00 a.m. and 9:00 p.m. at the straight time rate of pay.

Section 5.02 All time worked in excess of seven (7) hours a day; before 7:30 a.m. or after 6:00 p.m.; and on Saturday and Sunday shall be paid for at double time. At the employee's option compensatory time off at the rate of double time for each hour worked may be taken. Provided that the provisions of this section shall not govern persons in the Community Services Liaison position, except to the extent it provides for overtime pay for hours worked in excess of forty (40) hours per week.

Section 5.03 The lunch period shall be at least one-half (½) hour, but not more than one (1) hour. Employees will not be required to take their lunch period earlier than three (3) hours after starting work, nor later than three (3) hours before quitting time.

Section 5.04 Rest periods of fifteen (15) minutes each shall be allowed morning and afternoon.

Section 5.05 Employees who normally work seven (7) hours per day will receive at least four (4) hours' pay if ordered to report to work. Employees who normally work less than seven (7) hours per day shall receive at least two (2) hours' pay if ordered to report to work.

Section 5.06 A flex-time schedule will be considered where mutually agreed upon between the Employer and the Union.

Section 5.07 Employees will be allowed to use up to four (4) hours release time per month to participate in community service or social, racial, or gender justice activities with prior notice to the Employer. Such time will not be deducted from the employee's vacation accruals nor shall such time accrue if not used within the month.

ARTICLE 6

HOLIDAYS

Section 6.01 The following holidays shall be granted with no deduction in salary:

New Year's Day	Veterans Day
Martin Luther King Day	Thanksgiving Day
Washington's Birthday (<i>President's Day</i>)	Day After Thanksgiving
Memorial Day	Christmas Eve
Juneteenth	Christmas Day
Independence Day	New Year's Eve
Labor Day	Two (2) Personal Holidays
Indigenous Persons Day	

and all other holidays observed by the Employer.

Section 6.02 Holidays falling on Saturday shall be observed the preceding Friday or the following Monday. Holidays falling on Sunday shall be observed the following Monday.

Section 6.03 All time worked on holidays shall be paid for by not less than seven (7) hours' double-time pay plus the regular holiday pay, except as provided in 6.04.

Section 6.04 By mutual agreement between the employee, the Employer and the Union, holidays on which the office of the Employer is customarily open to the public may be observed on another day.

ARTICLE 7

VACATIONS

Section 7.01 Employees shall receive annual vacations with pay on the following basis:

<u>Length of Employment</u>	<u>Vacation</u>
After six months, but less than one year	5 days
After one year, but less than five years	10 days
After five years, but less than ten years	15 days
After ten years, but less than fifteen years	20 days
After fifteen or more years	25 days

Section 7.02 Vacations shall be taken at times mutually agreeable to the Employer and the employee.

Section 7.03 When a holiday falls within the employee's vacation period, such holiday will not be considered a part of the vacation. The employee shall receive full vacation pay in addition to holiday pay, or an extra day off.

Section 7.04 When an employee is terminated or laid off at any time after six (6) months of employment, pro-rated vacation pay shall be included in the final wage settlement.

Section 7.05 An employee shall not carry over more than two (2) years' vacation credits into the next year. Vacation credits not taken in excess of two (2) years' accumulation shall be cashed out up to one (1) week of vacation credits at the employee's regular rate of pay on December 1 of each year provided that the employee has taken two (2) weeks of vacation in the preceding twelve (12) months and is still at the maximum accrual level.

Section 7.06 Employees are required to give at least a two (2) week written notice when requesting vacation leave of five (5) or more but less than ten (10) consecutive days. Requests for vacation leave of ten (10) or more consecutive days shall be submitted in writing with at least a thirty (30) day notice. In the event of conflicts in scheduling, vacation preference shall be by seniority. In an emergency situation, the written notice may be waived.

ARTICLE 8

SICK LEAVE

Section 8.01 Employees shall receive in the event of illness or injury sick leave with pay on the following basis: One day for each month of continuous service, cumulative to twelve (12) weeks, sixty (60) working days, provided that no sick leave shall be paid until the employee has completed one (1) month of employment. An employee on layoff shall not lose accrued sick leave.

Section 8.02 Paid sick leave shall be considered time worked for purposes of determining all benefits and seniority.

Section 8.03 When a holiday falls during a period of paid sick leave, the day shall be paid for as a holiday and not charged as a day's sick leave.

Section 8.04 An employee who is unable to report to work as scheduled for medical reasons, including illness, injury, medical or dental care for the employee's dependents or spouse, may use accrued medical leave credits and be paid at his/her hourly base rate for each hour of medical absence not to exceed seven hours in any work day.

Section 8.05 After five (5) or more years of service, employees voluntarily terminating or retiring, for any reason, or are laid off shall be compensated for ten percent (10%) of unused accumulated sick leave up to thirty (30) days. After ten (10) or more years of service, the rate of cash out of unused accumulated sick leave will be fifty percent (50%) up to sixty (60) days.

Section 8.06 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;
- (5) dental and optical examination and/or treatment of the employee, spouse/partner and dependent children.

“Family member” is defined as a child or parent (including biological, adopted, foster, step or legal guardian), a spouse, domestic partner as defined by Washington State law, spouse's/partner's parent, grandparent, grandchild or sibling. Employees who must be absent shall promptly notify the Employer of their inability to report for work so that necessary adjustments in work assignments can be made to assure orderly continuity of the Employer's business. If the illness/injury exceeds five (5) working days or if abuse of sick leave is suspected, the Employer reserves the right to require a doctor's note or other comparable satisfactory proof of the employee's incapacity to work.

Any private information contained in the verification will be treated by the Employer in a confidential manner consistent with applicable federal, state and local privacy laws. Employer-requested verification may not result in an unreasonable burden or expense to the employee. If the need for paid sick leave is foreseeable, an employee will give the Employer as much advance notice as possible depending on the circumstances. If the need for paid sick leave is unforeseeable, the employee must give notice to the Employer as soon as practicable.

ARTICLE 9

LEAVES OF ABSENCE

Section 9.01 In case of death in the immediate family, an employee shall be granted a leave of absence of three (3) days with pay. The "immediate family" is defined as, but not limited to, spouse, significant other, domestic partner, son, daughter, mother, father, brother, sister, grandparents, grandchildren, stepparents, stepchildren, mother-in-law, and father-in-law or any other persons residing in the home. This leave of absence will not be charged against sick leave.

Section 9.02 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 to a maximum of sixty (60) working days per case.

Section 9.03 An unpaid leave of absence may be granted to an employee for valid reasons such as illness, accident, pregnancy, compelling personal circumstances or military duty. Request for leave of absence must be made to the Employer in writing, with a copy to the Union. Each case will be decided on its merits subject to appeal, except as may be provided by law for employees entering the armed services.

Section 9.04 An employee who, while on unpaid leave of absence, engages in other employment, or fails to report for work after leave of absence expires, or 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 employee. Exceptions to this clause may be made by mutual agreement in writing between the Employer and the Union.

Section 9.05 Other Leaves. All other leaves of absence will be in accordance with applicable federal or state law.

Section 9.06 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, and to care for oneself, a dependent, spouse, domestic partner or parent with a serious illness or injury. An additional 2 weeks of leave will be available when the leave is a result of pregnancy complications. Employees are eligible for up to 16 weeks of leave when family and medical leave are used in combination. For example, an expecting mother could use 8 weeks of medical leave for bed rest. The mother could then use an additional 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 or vacation leave to supplement the state's compensation when taking Washington Paid Family & Medical Leave.

ARTICLE 10

SENIORITY

Section 10.01 New employees shall be on probation for one hundred and twenty (120) calendar days from the date of hiring.

Section 10.02 During the one hundred and twenty (120) day probationary period, such employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. Such employee may be terminated during this one hundred and twenty (120) day period without any recourse whatsoever. After completion of the one hundred and twenty (120) day probationary period, seniority shall be effective as of the original date of employment.

Section 10.03 Seniority shall mean length of continuous service with the Employer and shall be cumulative on a job classification basis.

Section 10.04 Personnel Performance Review. All employees will have a four (4) month performance review, an anniversary review, and an annual review thereafter.

ARTICLE 11

PROMOTIONS, DEMOTIONS AND TRANSFERS

Section 11.01 Promotion is hereby defined as a move from a lower classification to a higher classification. It is the intention of the Employer to fill job vacancies from within before hiring new employees. Promotions shall be made on the basis of seniority and qualifications.

Section 11.02 An employee who is promoted to a higher classification shall receive the minimum of the new classification or a ten (10%) percent increase, whichever is higher. An employee so promoted shall serve a probationary period of thirty (30) calendar days. After completion of the thirty (30) day probationary period the employee shall either be considered

permanent in the higher classification or restored to the former position without any loss of seniority or pay of the former position.

ARTICLE 12

LAYOFF AND RECALL

Section 12.01 In the case of layoffs, furloughs, and rehires, employees with the most seniority on a job classification basis shall be retained or rehired.

Section 12.02 An employee shall be given two (2) weeks' notice of layoff or two (2) weeks' pay in lieu thereof.

Section 12.03 A laid-off employee shall be placed on a recall list for a period of six (6) months.

ARTICLE 13

TERMINATION

Section 13.01 The Employer has the right to discharge for sufficient and reasonable cause. The Union shall be notified of any such discharge and the reasons therefore prior to such action.

Section 13.02 No employee shall be discharged during a period of vacation, sick leave or leave of absence.

Section 13.03 If, in accordance with the provisions of Article 17, it is found that an employee has been unjustly discharged, such employee shall be reinstated to his/her former position without any loss of seniority. He/She shall suffer no reduction in salary and shall be compensated for all time lost retroactive to the date of discharge.

Section 13.04 No employee will be discharged except for willful misconduct without two (2) weeks' notice or two (2) weeks' pay (including holiday pay when applicable) in lieu of the two (2) weeks' notice.

Section 13.05 Employees with six (6) months to one (1) year of service shall give one (1) week's notice of termination, unless otherwise mutually agreed. Employees with one (1) or more years of service shall give two (2) weeks' notice, unless otherwise mutually agreed. An employee failing to give the required notice may forfeit not to exceed two (2) weeks of accrued vacation leave.

ARTICLE 14

WELFARE AND PENSION

Section 14.01 The Employer shall provide State Industrial Insurance coverage for all employees or comparable insurance for on-the-job injury.

Section 14.02 Medical. The Employer shall furnish and pay for Health and Welfare coverage, including Major Medical, for all eligible employees and their dependents. Employees who have worked seventy (70) hours or more the preceding month shall be eligible for coverage. At the employee's option and with proof of other coverage, employees may choose to be compensated for the cost of the medical plan. The additional compensation will be \$650.00 effective July 1, 2020; \$675.00 effective July 1, 2021; and \$700.00 effective July 1, 2022.

Section 14.03 Dental. The Employer shall pay the entire cost of Washington Teamsters Welfare Trust Plan C dental coverage for each employee who works seventy (70) or more hours in the preceding month. This coverage shall include the employee and family

Section 14.04 Regular part-time employees working less than Seventy (70) hours per month who otherwise would be eligible for medical and dental coverage, will receive an additional \$3.00 per hour in wages effective July 1, 2020; \$4.50 per hour in wages effective July 1, 2021; and \$5.00 per hour effective July 1, 2022 in wages in lieu of medical and dental coverage.

Section 14.05 Pension. The Employer agrees to be and shall be bound by all terms, conditions and provisions of the Trust Agreement and any changes, additions, amendments or modifications thereto which are made by the authorized Trustees of the Western States Office and Professional Employees Pension Fund.

The Employer shall pay into the Western States Office and Professional Employees Pension Fund a minimum amount as follows per compensable hour for each bargaining unit employee to provide retirement benefits pursuant to provisions of the Western States Office and Professional Employees Pension Fund.

The Employer shall contribute into the Western States Office and Professional Employees Pension Fund, a minimum of five dollars and forty cents (\$3.00 hourly contribution plus \$2.40 for the required 80% Supplemental Contribution defined by the Fund's Rehabilitation Plan) per hour on all hours of each bargaining unit employee's hourly base wage as set forth in Article 14.05.

Payments shall be made by the 15th of the following month.

ARTICLE 15

NONDISCRIMINATION

Section 15.01 The Employer will not discriminate against an employee for union activity.

Section 15.02 The Employer and the Union agree that conditions of employment shall be consistent with applicable municipal, state and federal laws regarding non-discrimination. It is agreed that there shall be no discrimination in wages or employment conditions based upon sex, age, race, color, creed, national origin, disability, marital status, sexual orientation, gender identity or expression, veteran's status, pregnancy or any activity protected by the Labor Management Relations Act.

ARTICLE 16

COMPENSATION

Section 16.01 Employees will be classified according to skills used and shall be paid not less than the minimum for such classification in the table of job classifications and rates of pay in Schedule "A," attached hereto and made a part of this Agreement.

Section 16.02 Any position not covered by Schedule "A" or any position which may be established during the life of this Agreement shall be subject to negotiations between the Employer and the Union. Such position shall not be established and put into operation until such time as agreement is reached between the parties as to the classification and rate of pay for the position. In the event the parties are unable to agree on the classification and rate of pay for the job in question, the dispute shall be resolved by the arbitration procedure in this Agreement.

Section 16.03 Regular part-time employees shall receive vacations with pay, paid holidays and sick leave on the same basis as regular full-time employees, pro-rated to the number of hours worked per month.

Section 16.04 Employees shall be paid on a bi-weekly basis.

ARTICLE 17

ARBITRATION

Section 17.01 If a dispute arises as to the interpretation or application of any provision of this Agreement, the duly accredited representatives of each party shall meet immediately to attempt to resolve the dispute. Should these representatives fail to agree within 15 days, the dispute shall be referred to a committee made up of one person selected by the Employer and one person selected by the Union. Should this committee fail to reach a decision within fifteen (15) days after selection, the two (2) committee members shall choose a third member mutually agreeable to both parties who shall then serve as arbitrator. Should the two (2) committee members be unable to agree on a third member, they shall request the Federal Mediation and Conciliation Service to furnish a list of qualified arbitrators from which the third member shall be chosen. Any ruling of such arbitrator shall be final and binding upon both parties. Expenses incurred by said arbitrator shall be borne equally by both parties.

ARTICLE 18

SEPARABILITY

Section 18.01 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 decree, 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, parties will renegotiate such invalidated language.

ARTICLE 19

SUCCESSORS

Section 19.01 In the event the Employer shall, by merger, consolidation, or by any other means enter into an agreement with another Local, International or individual which, in whole or part, affects the existing appropriate collective bargaining unit, then such successor 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 group with which it seeks to make such an agreement as aforementioned.

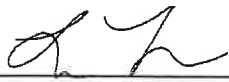
ARTICLE 20

TERMINATION AND RENEWAL

Section 20.01 This Agreement shall become effective as of July 1, 2020, and shall remain in effect until June 30, 2023, and shall thereafter automatically renew itself until either party shall give sixty days' (60) written notice prior to the anniversary date of their desire to terminate, modify, or change this contract.


EXECUTED this 18th day of August 2021.


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

By 
Leslie Liddle
Union Representative

By 
Suzanne Mode
Business Manager

**PIERCE COUNTY CENTRAL LABOR
COUNCIL, AFL-CIO**

By 
Vance J. Lelli
President

By 
Patty Rose
Secretary/Treasurer

COLLECTIVE BARGAINING AGREEMENT
 OPEIU LOCAL 8 – PIERCE COUNTY CLC, AFL-CIO

SCHEDULE A - MINIMUM WAGE RATES

Effective July 1, 2020							
CLASSIFICATION	STARTING RATE	STEP A After 6 months	STEP B After 12 months	STEP C After 24 months	STEP D After 36 months	STEP E After 48 months	STEP F After 60 months
Secretary/Bookkeeper	22.03	22.80	23.58	24.35	25.18	26.02	27.13
Temporary Employee	19.20						
Community Services Liaison*	908.55	941.24	971.61	1,003.11	1,034.64	1,066.18	1,097.67
Effective July 1, 2021							
CLASSIFICATION							
Secretary/Bookkeeper	22.58	23.37	24.17	24.96	25.81	26.67	27.81
Temporary Employee	19.68						
Community Services Liaison*	931.26	964.77	995.90	1,028.19	1,060.51	1,092.83	1,125.11
Effective July 1, 2022							
CLASSIFICATION							
Secretary/Bookkeeper	23.14	23.95	24.77	25.58	26.46	27.34	28.51
Temporary Employee	20.17						
Community Services Liaison*	954.54	988.89	1,020.80	1,053.89	1,087.02	1,120.15	1,153.24

* weekly salary based on 40 hours/week

A temporary employee is one who is hired to work on an intermittent basis or as an interim replacement on a work schedule, which does not extend beyond ninety (90) days. The temporary rate of pay is inclusive of all benefits.

The Step raises shall be based on the starting date of employment.

The Step raises expressed in calendar months apply to regular part-time as well as full-time employees

Effective 7/1/2020 - the hourly rates of pay for each classification will be increased 2.50%.

Effective 7/1/2021 - the hourly rates of pay for each classification will be increased 2.50%.

Effective 7/1/2022 - the hourly rates of pay for each classification will be increased 2.50%.