



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

BARNARD IGLITZIN AND LAVITT LLP

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 – BARNARD IGLITZIN & LAVITT LLP

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COLLECTIVE BARGAINING AGREEMENT

BARNARD IGLITZIN & LAVITT LLP

THIS AGREEMENT is between BARNARD IGLITZIN & LAVITT LLP, referred to as the "Employer," and OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL NO. 8, AFL-CIO, referred to as the "Union."

ARTICLE 1

BARGAINING UNIT

Section 1.1 BARGAINING UNIT DEFINITION This Agreement shall relate exclusively to those employees of the Employer whose work falls within one of the classifications set out in Exhibit A attached hereto and made a part of the Agreement. This Agreement shall not apply to employees hired to fill vacancies due to illness or injury, or to vacation replacements, or to other temporary employees if they do not work over sixty (60) days. A temporary employee utilized for six (6) continuous months at thirty (30) or more hours per week shall become a regular employee subject to the probationary period listed in Section 1.3.

Section 1.2 EMPLOYEE DEFINITION "Regular Employee" is a permanent full-time employee, or a permanent part-time employee covered under the collective bargaining agreement.

Section 1.3 PROBATION PERIOD Effective January 1, 2015, the first three hundred and sixty-five (365) days of employment shall be considered a probationary period for all new employees.

Section 1.4 EXCLUSIONS FROM BARGAINING UNIT The positions of Executive Director and Financial Operations Manager are excluded from the bargaining unit. It is understood that that Executive Director and Financial Operations Manager do not perform bargaining unit work.

ARTICLE 2

UNION RECOGNITION

The Employer recognizes the Union as the sole collective bargaining agency for those employees covered by this Agreement, and will deal with the Union's representative with respect to wages, hours, working conditions, and adjustment of grievances for such employees during the term of this Agreement.

ARTICLE 3

UNION SECURITY

Section 3.1 All regular employees, including the eight (8) month position referenced in Article 10, shall join the Union within thirty (30) days following the date of execution of this Agreement,

or the beginning of their employment as a regular employee, whichever is later, and shall maintain membership in the Union for the life of this Agreement as a condition of employment.

Section 3.2 Upon request the Employer shall furnish the Union a list of all new hires, their home addresses, job titles, beginning salaries, and dates of hire.

ARTICLE 4

MANAGEMENT FUNCTIONS

Section 4.1 MANAGEMENT RIGHTS The Employer shall have the right to make rules and regulations governing the conduct of employees, not in conflict with this Agreement, and to require their observance. Upon request the Employer shall furnish the Union with a copy of these rules and regulations.

Section 4.2 CONFIDENTIALITY No employee shall disclose any confidential information relating to the Employer's business or its clients, or information obtained while working for the Employer, and a violation of this provision shall be deemed sufficient cause for discharge.

Section 4.3 UNION RIGHTS The rights of the Union shall be those rights set forth in this Agreement.

ARTICLE 5

UNION BUSINESS

Section 5.1 UNION BULLETIN BOARD A bulletin board will be made available to the Union in a convenient location in the Employer's place of business. Collection of dues, solicitation of membership, and other Union business (except as stated in Section 5.2 below) shall not be carried on during working hours.

Section 5.2 RIGHT OF ADMISSION The business agent of the Union shall be allowed admission to the Employer's place of business at any reasonable time for the purpose of investigating conditions existing on the job. She/he shall first make known her/his presence to the Employer, and shall confine her/his activities during such investigations to matters relating to this Agreement. Consultation with employees shall be done during breaks.

Section 5.3 UNION COLLABORATION The Union shall use its best efforts as a labor organization to aid and assist the Employer in its relations with its employees and to promote harmony and accord within the Employer's organization.

Section 5.4 UNION LEAVE A leave of absence without pay shall be granted upon request of an employee on the active payroll, with a maximum of ten business days each calendar year, in case he or she is appointed or selected as a convention delegate or workshop participant, unless there is a valid business reason that prevents such release.

ARTICLE 6

WORKWEEK

Section 6.1 OFFICE HOURS Seven and one-half (7 ½) hours per day are to be worked within eight and one-half (8 ½) consecutive hours, and seven and one-half (7 ½) hours shall constitute the regular workday. Five (5) days a week, Monday through Friday, shall constitute the regular workweek. Any work time required by the Employer to be performed in excess of seven and one-half (7 ½) hours in any one day, or any work performed on a Saturday shall be paid at the rate of time and one-half (1 ½) the employee's straight-time hourly rate. Any work performed on a Sunday or a recognized holiday as outlined in Art. 8 below shall be paid for at the rate of two (2) times the employee's straight-time hourly rate.

- A. All overtime performed by bargaining unit members must be pre-approved in accordance with Employer policy.

Section 6.2 SCHEDULE ADJUSTMENTS

- A. The regular seven and one-half (7 ½) hour workday shift will end at 5:00 p.m. By mutual agreement between the Employer and the employee, individual adjustments can be made to the usual shift start and end time. If a regular employee requests and is granted a reduced regular workweek, overtime may be subject to negotiations.
- B. By mutual agreement of the Employer and employee, work time of less than a full day missed for personal reasons may be made up within the same pay period.

ARTICLE 7

LUNCH AND RELIEF PERIODS

Each employee shall receive a lunch period of one hour approximately one-halfway through the workday. Each employee shall receive a relief period of not to exceed fifteen (15) minutes approximately one-halfway through the morning and afternoon shifts of each workday. Employees will strictly observe the lunch and relief periods as scheduled, unless otherwise agreed between the Employer and the employee.

ARTICLE 8

HOLIDAYS

Section 8.1 If the holiday falls on a Saturday, the holiday will be observed on the preceding Friday. If the holiday falls on a Sunday, the holiday shall be observed on the following Monday. The paid holidays are New Year's Day; Martin Luther King, Jr., Birthday; Presidents' Day; Memorial Day; Juneteenth; Fourth of July; Labor Day; Thanksgiving; Friday after Thanksgiving; last working day before Christmas; and Christmas. Holidays will be observed on:

HOLIDAY	2022	2023	2024
±*New Year's Day	December 31	January 2	January 1
±*Martin Luther King, Jr., Birthday	January 17	January 16	January 15
±*Presidents' Day	February 21	February 20	February 19
±*Memorial Day	May 30	May 29	May 27
±*Juneteenth	June 20	June 19	June 19
±*Fourth of July	July 4	July 4	July 4
±*Labor Day	September 5	September 4	September 2
±*Thanksgiving	November 24	November 23	November 28
*Friday After Thanksgiving	November 25	November 24	November 29
Last Working Day Before Christmas	December 23	December 22	December 24
±*Christmas	December 26	December 25	December 25

*State Court holiday; ± Federal Court holiday

Section 8.2 HOLIDAY PAY An employee required by the Employer to work on a paid holiday shall be paid twice the employee's straight-time hourly rate for all hours worked.

Section 8.3 HOLIDAY PAY DURING PAID TIME OFF 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 8.4 PRO RATA HOLIDAY PAY Part-time employees will receive pro rata holiday pay.

ARTICLE 9

PAY DATES

There will be two (2) paydays each month: the fifteenth and the last day of the month. If the payday falls on a Saturday, Sunday, or holiday, the preceding business day will be the payday.

ARTICLE 10

EMPLOYEE CLASSIFICATION AND PAY SCHEDULE

Section 10.1 PAY RATES AND STEP INCREASES Employees shall be paid no less than the wage rates set forth in the schedule marked Exhibit A, which is attached hereto and made a

part of this Agreement. The Employer shall have the right, in its discretion, to compensate employees above the minimum rate. Employees maturing to one (1), five (5), seven (7), ten (10), and twelve (12) years of service shall receive an additional two percent (2%) longevity increase effective the first full pay period following the employees' one (1), five (5), seven (7), ten (10), and twelve (12) year anniversary dates. These increases are prospective only and will not trigger increases in wages based on longevity steps achieved in the past.

Section 10.2 EIGHT MONTH SECRETARIAL POSITION The Employer may, at its option, establish a secretarial position scheduled for eight months employment or more per year. The Employer will notify employees in such a position of the anticipated yearly schedule. The Employer will credit seniority and make health and welfare contributions on behalf of such employees during the months of unemployment. The Employer will credit such employees with prorated vacation and annual leave. At the employee's option, the Employer will adjust payment of salary to defer a portion of salary earned during the working months to the non-working months.

ARTICLE 11

DISCHARGE

Section 11.1 JUST CAUSE No employee shall be disciplined or discharged except for just cause.

Section 11.2 PROBATIONARY EMPLOYEES This Article does not apply to any probationary employee.

Section 11.3 LAYOFF An employee being laid off shall receive two weeks' notice in writing prior to the termination date. Employees who are laid off will receive severance of 2 weeks of pay per year of service pro-rated for less than a full year of service with a maximum of 12 weeks. The Employer will pay 1 month of COBRA benefits for an employee and any enrolled dependents for the first year of service and 2 months of COBRA benefits for an employee and any enrolled dependent for each additional year of service, prorated for less than a full year of service, to a maximum of 9 months of COBRA benefits.

ARTICLE 12

PARKING/FERRY/BUS PASS

The Employer agrees to provide every employee one hundred and twenty-five dollars (\$125.00) per month for transportation and parking needs, on certification by the employee that they will use it for public transportation or parking, in lieu of assigned parking space. Employees must substantiate money spent on a monthly basis. If an employee defers a parking space to receive transportation and parking allotment, the employee will remain in the same seniority position at the next parking assignment.

Should the Employer relocate during the term of this Agreement, and comparable parking arrangements to the Employer's current parking arrangements are not made available, this section shall become open for negotiations.

ARTICLE 13

PAID TIME OFF

Section 13.1 PAID TIME OFF All continuous Employees who work more than eighty (80) hours per month will accrue Paid Time Off on an hourly basis according to the scale outlined in Section 13.2. Time for vacations, personal or child/spousal illnesses, emergencies, volunteer work, child involvement activities, medical, and personal time is aggregated under Paid Time Off, except that time for leave under Article 23.1, if used, is aggregated in Paid Time Off only for supplemental pay. A negative balance of no more than the monthly accrual rate of the Employee may be carried. Thereafter, an Employee who is absent shall be automatically considered absent without pay unless such failure of prior notification is subsequently excused by the Employer. Negative Paid Time Off balances will be deducted from an Employee’s final paycheck upon separation of employment.

Section 13.2 PTO ACCRUAL RATE Upon the date of hire, Employees will accrue paid time off on the following schedule:

YEARS OF SERVICE	PTO HOURS ACCRUAL RATE
0	12.5 per month
1-4	15.625 per month
5-6	18.75 per month
7-11	20.00 per month
12+	21.875 per month

Section 13.3 PTO NOTIFICATION Employees who must be absent shall promptly notify the Employer of their inability to report for work so that necessary adjustments in work assignment can be made to assure orderly continuity of the Employer’s business. Employees who are absent and who neglect to promptly notify the Employer of this inability to report for work shall be automatically considered absent without pay unless such failure of prior notification is subsequently excused by the Employer.

Section 13.4 PTO SCHEDULING Paid Time Off shall be taken at such times as are mutually satisfactory. No more than two consecutive weeks of Paid Time Off may be used without the approval of the Employer. The Employees with the longest service shall be given preference with respect to the selection of Paid Time Off periods if notice is given prior to May 1st each year.

Section 13.5 PAYOUT Upon termination, Employees shall receive a payout equal to one hundred percent (100%) of their Paid Time Off balance.

Section 13.6 PTO PRO RATA Part-time Employees will receive pro rata Paid Time Off pay.

Section 13.7 PTO ADVANCE SCHEDULING Employees must select their Paid Time Off schedule two (2) months in advance for blocks of two (2) weeks or more. Extra days off may be requested on an as-needed basis, subject to approval. Once selected, the Paid Time Off schedule will not change without Employer permission.

ARTICLE 14

OTHER LEAVES

Section 14.1 PAID BIRTH LEAVE Full-time employees will accrue Paid Birth Leave for the birth or adoption of a child at the rate of 13.6 hours per month (21.6 days per year) upon hire. Employees will be eligible to use accrued Paid Birth Leave after one year of service to a maximum of 487.5 hours (65 workdays) per use.

- A. Whenever foreseeable, except in the case of an unexpected event such as premature birth or early adoption placement, an employee who wishes to take leave under this section must provide thirty (30) calendar days' notice to the Executive Director. In the case of unexpected events, the employee must provide notice to the Executive Director as soon as is practicable.
- B. Paid Birth Leave will continue to be paid as though working, including any increases granted during the leave.
- C. Once all paid leave banks (including Extended Sick Leave, Paid Time Off, and Paid Birth Leave) have been exhausted, Employer's obligation to pay wages shall cease. No employee shall be entitled to cash out accrued Paid Birth Leave upon termination of employment.
- D. When an employee exhausts all available paid birth and family medical leave, the Employer, at its option, may extend additional unpaid leave beyond the leave provided to care for a newly born, adopted, or foster child. However, if such unpaid leave is extended, the employee's eligibility upon return will not be governed by subsection 14.5(E) and the employee may be placed in the first available position. In addition, the Employer reserves the right to require employees on extended unpaid leave under this subsection to self-pay the premiums for medical, dental and disability insurance during the extended portion of the leave. The Employer agrees to cooperate in making arrangements for the self-payment.

Section 14.2 SABBATICAL LEAVE After each ten (10) years of continuous employment, employees shall be eligible for 162.5 hours of paid sabbatical leave.

- A. Provisions:
 - 1. Employer approval of scheduling required.
 - 2. All bargaining unit members are eligible.

3. Part-time employees are eligible only if they record at or more than seventy (70%) percent of current paralegal hours goal (130) of worked hours on rolling twelve (12) month basis.
4. Only one employee may take sabbatical leave during a rolling twelve (12) month period. In the case of a scheduling conflict, when two or more employees are eligible to take sabbatical leave during the rolling 12-month period, priority shall be given first to an employee who has never been granted a sabbatical leave, and second to the employee with the greatest years of service.
5. Employee may use up to three (3) weeks of PTO concurrent to sabbatical leave on rolling 12-month basis.
6. Sabbatical leave is non-cashable.

Section 14.3 BEREAVEMENT Any Employee suffering a miscarriage or a death in the immediate family, or any Employee whose spouse or partner suffers the same, shall be allowed three (3) working days 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, mother-in-law, father-in-law, and grandparents. If the Employee is notified of the death while he or she is working, they will be excused from work and be paid for the balance of the working shift and that time shall be charged against the three (3) working days of leave.

Section 14.4 EXTENDED SICK LEAVE All continuous Employees who work more than eighty (80) hours a month will accrue Extended Sick Leave on an hourly basis equivalent to 4.38 hours per month, cumulative to a total of ninety (90) working days. No Extended Sick Leave credit shall be allowed for a fractional calendar month of employment. Employees shall not be compensated for unused Extended Sick Leave upon termination of employment, or at the expiration of this contract.

- A. The first four business days of absence, regardless of reason, will be charged to an Employee's Paid Time Off balance. Commencing on the fifth business day, or after one (1) day if admitted to a medical facility, if the absence is due to bona fide illness to the Employee or their dependent children under the age of eighteen, or for a spouse, domestic partner, dependent grandchildren, parents, or dependent child over age 18 who is incapacitated, Extended Sick Leave may be used.
- B. The Employer may require a medical confirmation as a condition of Extended Sick Leave payment. The Employer may require a medical fit for duty clearance as a condition of reinstating an Employee from Extended Sick Leave.

Section 14.5 WASHINGTON PAID FAMILY AND MEDICAL LEAVE Employer recognizes that bargaining unit members hold certain statutory rights to Washington State Paid Family and Medical Leave. Employer shall comply with all terms and conditions of the Washington State Paid Family and Medical Leave Act as outlined in Section 14.6 below. In addition:

- A. The Employer shall pay the full premium amount for Washington Paid Family and Medical Leave for each bargaining unit employee.

- B. An employee may, but is not obligated to, use their accrued Paid Time Off (PTO) and Extended Sick Leave (ESL) to supplement the state’s compensation when taking Washington Paid Family and Medical Leave.
- C. The Employer will continue to pay the Employee’s full cost of the Employee’s medical, dental, and vision plans for both employee and dependents during any leave taken under this Section.
- D. Employees will maintain seniority, continue to accrue PTO, and shall receive all scheduled wage and PTO increases outlined in this Agreement during any leave under this Section.
- E. Upon return from the leave described in this Section, the employee will reassume the same position or a position with equivalent pay and benefits. If the Employer's circumstances have so changed that the employee cannot be reinstated in the same or an equivalent position, the employee shall be instated in any other position which is vacant and for which the employee is qualified.
- F. The entitlement to the same or equivalent position under this section is subject to bona fide changes in compensation or work duties and does not apply if:
 - i. The employee’s position is eliminated by a bona fide restructuring, or reduction in force.
 - ii. The employee’s workplace is permanently or temporarily shut down for at least thirty (30) days.
 - iii. The employee on leave decides to take another job.
 - iv. The employee fails to provide timely notice of the intention to take leave or fails to return on the established ending date of the leave.

Section 14.6 LEAVE LAWS The Employer shall comply with applicable terms and conditions of all federal, Washington State, and local leave laws not otherwise identified in this Agreement, including but not limited to:

- 1. Washington State Paid Family and Medical Leave Act;
- 2. Washington Family Care Act;
- 3. Leave for Victims of Domestic Violence, Sexual Assault & Stalking;
- 4. Leave for Spouse of Deployed Military Personnel;
- 5. Seattle Paid Sick and Safe Time Ordinance; and
- 6. Washington Paid Sick Leave

ARTICLE 15

HEALTH AND WELFARE/DENTAL

Section 15.1 MEDICAL INSURANCE COVERAGE The Employer will provide all bargaining

unit employees who regularly work twenty (20) hours or more in a workweek medical coverage under the Employer's current plan or a comparable plan, at the Employer's expense, for the life of this Agreement.

Section 15.2 DENTAL INSURANCE COVERAGE The Employer will cover all bargaining unit employees who regularly work three-fourths (3/4) of the usual workweek under the current dental plan or a comparable plan, at the Employer's expense, for the life of the Agreement.

Section 15.3 ORTHODONTIA INSURANCE COVERAGE The parties agree that if during the life of this Agreement suitable orthodontia coverage can be presented that will accept all the employees of the firm, this Article of the contract will be re-opened to negotiate the incorporation of the plan into the Agreement. Cost, plan design, location and number of clinics, and dentists will be the factors which determine acceptance of the plan by both parties.

ARTICLE 16

RETIREMENT

The Employer has established and will maintain during the term of this Agreement a 401(k) retirement plan for the benefit of bargaining unit employees. The Employer will contribute six percent (6%) of wages on behalf of eligible employees after one year of service to the employee's account in the retirement plan.

ARTICLE 17

NO STRIKES OR LOCKOUTS

Section 17.1 STRIKES During the term of this Agreement, the Union and its members will not cause, sanction, condone, take part in, or in any way directly or indirectly aid any strike, walkout, picketing, boycott, slowdown or stoppage of work, or any other interference whatsoever with the efficient operation and conduct of Employer's business, or take any action whatsoever to prevent access of employees to the Employer's place of business.

Section 17.2 LOCKOUTS The Employer agrees that there shall be no lockouts during the term of this Agreement.

ARTICLE 18

GRIEVANCE PROCEDURE

Section 18.1 SETTLEMENT AND/OR GRIEVANCE FILING Disputes arising out of the application or interpretation of this Agreement shall be taken up for settlement by the individual employee and the Employer, and, if that fails, by the Union and the Employer. There shall be a ten (10) business day limit on filing of all grievances. The ten (10) business day limit starts when the grievance first arose. The employee shall submit a written grievance to the Executive Director.

Section 18.2 ARBITRATION In the event that the Union and the Employer are otherwise

unable to resolve the dispute, the matter in question may be submitted to arbitration within thirty (30) days of the Employer's written response to the grievance upon the motion of either party. Failure to timely move the case to arbitration terminates the grievance. If the Union and the Employer are unable to agree upon an arbitrator, request shall be made to the Federal Mediation and Conciliation Service to name a panel of not less than five (5) impartial persons, from which the parties shall select the arbitrator in accordance with the rules of the Federal Mediation and Conciliation Service.

Section 18.3 ARBITRATOR'S AWARD The arbitrator's award shall be final and binding upon the parties to this Agreement. The parties shall bear the cost of any such arbitration equally between them. All other expenses shall be borne by the party incurring them. The arbitrator's jurisdiction shall be limited to an interpretation or application of this Agreement.

ARTICLE 19

SENIORITY

Section 19.1 SENIORITY CONTROL Seniority shall control selection of vacations and, as applicable under Sec. 14.2(A)(4), sabbatical. Seniority has no other function under this Agreement.

Section 19.2 HIRING DURING LAYOFF Under no circumstances shall the Employer hire from the open market while employees on layoff with qualifications to perform the duties of the position are ready and able to be re-employed.

ARTICLE 20

DUES CHECK-OFF

Section 20.1 DUES The Employer agrees to deduct the monthly Union dues from the salary of each employee who shall give the Employer advance written authorization to do so and will forward all such deducted dues to the local office of the Union monthly.

Section 20.2 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 20.3 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 21

JURY DUTY

Employees will be paid for verified jury duty service their regular salary minus the jury duty per-diem amounts they receive. It is the responsibility of the employee to provide verification of per-diem payment.

ARTICLE 22

NON-DISCRIMINATION

Section 22.1 UNION ACTIVITY The Employer agrees not to discriminate against an employee because of activity as a member of Office and Professional Employees International Union Local No. 8.

Section 22.2 DIVERSITY The Union and the Employer agree to not discriminate because of race, 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 occupational requirements and the ability to perform the job, as provided by law.

Section 22.3 EQUAL PAY The Employer agrees to the principle of equal pay for equal work and agrees that there shall be no unlawful discrimination exercised in this respect.

ARTICLE 23

AUTOMATION

In cases where unit employment could be reduced because of automation, affected employees will be given an opportunity to learn to operate any new equipment or technology before a new employee is hired to operate such equipment or technology. The Employer will pay the cost of training (not to exceed \$500 per employee) unit employees to operate such equipment.

ARTICLE 24

EDUCATIONAL ASSISTANCE

The Employer will reimburse one hundred percent (100%) of tuition to bargaining unit employees upon successful completion with a passing grade of any work-related educational course as determined by the Employer and fifty percent (50%) of tuition upon successful completion with a passing grade of any course intended as part of a recognized educational degree program up to a maximum of \$750 per employee per year.

ARTICLE 25

SAFE WORK ENVIRONMENT

The Employer is committed to providing a safe and healthy work environment. On an annual basis the Employer will conduct a complete inspection of the work place to insure no physical or health hazards exist. The Employer will replace or adjust chairs, desks, lighting, computer monitors, keyboards, or other equipment Employees may use to protect against identified ergonomic hazards.

The Employer will provide any Washington Department of Labor and Industries provided ergonomic awareness education to all employees in order to attempt to eliminate on-the-job injuries and illness. New Employees will receive this training during their probationary period. The parties agree that on the execution date of this Agreement there are no identified ergonomic hazards.

ARTICLE 26

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 27

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 within which it seeks to make such an agreement as aforementioned.

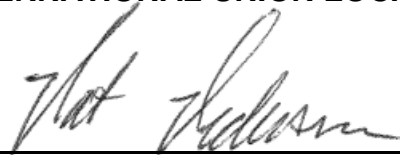
ARTICLE 28

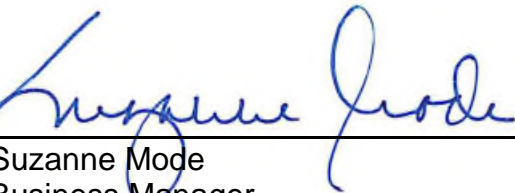
DURATION

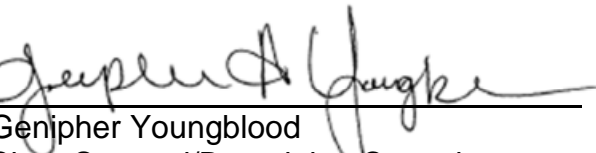
This Agreement shall become effective January 1, 2022, and shall remain in effect until December 31, 2024, and thereafter from year to year unless changed by mutual consent, or unless reopened by written notice by either party to the other at least sixty (60) days prior to December 31, 2024, the termination date, or a subsequent annual termination date.

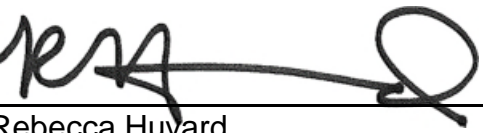
EXECUTED in Seattle, Washington, this 21st day of January, 2022.

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

By 
Patrick Pedersen
Union Representative

By 
Suzanne Mode
Business Manager

By 
Genipher Youngblood
Shop Steward/Bargaining Committee

By 
Rebecca Huvad
Bargaining Committee

By 
Esmeralda Valenzuela
Bargaining Committee

BARNARD IGLITZIN & LAVITT LLP

By 
David Heffer
Executive Director

By 
Kathleen Phair Barnard
Principal Partner

EXHIBIT “A” – SALARY SCHEDULE

<u>Position</u>	<u>2022 Base Salary</u>
Paralegal Supervisor	\$85,544.53
Senior Paralegal	\$77,767.85
Paralegal	\$74,064.62
Paralegal/Legal Secretary	\$74,064.62
Executive Assistant/Legal Executive Assistant	\$74,064.62
Legal Secretary	\$72,030.76
Administrative/Technical Support	\$47,708.68

EXHIBIT “B” – WAGE INCREASES

Annual Wage Increases

January 1, 2022 – 2%
January 1, 2023 – 2%
January 1, 2024 – 2%

Cost of Living Adjustments

On January 1st of each year, the Employer shall increase each Employee’s wage rate by one hundred percent (100%) of the increase in Seattle-Tacoma-Bremerton average for Urban Wage Earners and Clerical Workers (CPI-W), measured from October to October each year with a maximum wage increase per employee of up to five percent (5%) and minimum of one and a half percent (1.5%).

Base Wage Rates

The base rates will continue to increase each year in accordance with the Annual Wage Increase and Cost of Living Adjustments above. The base rates for all new employees effective January 1, 2022, are outlined under Exhibit A.