



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

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**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**CASA LATINA**

**AND**

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

**FOR THE PERIOD OF**

**JUNE 14, 2023 THROUGH DECEMBER 31, 2025**

COLLECTIVE BARGAINING AGREEMENT  
OPEIU LOCAL 8 – CASA LATINA

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## COLLECTIVE BARGAINING AGREEMENT

### CASA LATINA

THIS AGREEMENT is made and entered into at Seattle, Washington this 14<sup>th</sup> day of June 2023, by and between CASA LATINA, hereinafter referred to as the EMPLOYER and OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL NO. 8, AFL-CIO, hereinafter referred to as the UNION, for the purpose of fixing the minimum wage scale, schedule of hours, and general rules and regulations between the EMPLOYER and the UNION, and to clearly define mutual obligations between the parties hereto.

### PREAMBLE

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

NOW THEREFORE, be it mutually agreed to as follows:

### ARTICLE 1

#### RECOGNITION OF THE UNION

**Section 1.1 CURRENT BARGAINING UNIT** The Employer agrees to recognize and hereby does recognize the Union as the sole and exclusive collective bargaining agent with respect to rates of pay, hours and all other terms and conditions of employment for the appropriate bargaining units herein established and described as follows: All regular positions of the Employer including Specialists, Associates, Assistants, Custodians, Organizers, Coordinator I's and Coordinator II's.

Employees specifically excluded from this contract include: Executive Director, Directors, Facilitators, Promoters, Managers, Teachers, and confidential and supervisory-level employees.

### ARTICLE 2

#### UNION SECURITY AND MEMBERSHIP

**Section 2.1 UNION SECURITY AND MEMBERSHIP** The Employer agrees that all employees covered under this Agreement shall, as a condition of employment, thirty-one (31) days from the effective date of this Agreement, become and remain members of the Union in good standing.

**Section 2.1(a) UNION SECURITY AND MEMBERSHIP** The Employer further agrees that all new employees hired subsequent to the effective date of this Agreement shall, as a condition of employment, thirty-one (31) days from the date of employment become and

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remain members of the Union in good standing.

**Section 2.1(b) UNION SECURITY AND MEMBERSHIP** The Union shall notify the Employer in writing that an employee has failed to acquire and maintain membership in the Union and shall provide the Employer with a copy of the final notice to the affected employee that they have not acquired and maintained membership in the Union. In the event the employee fails or refuses to tender the dues and fees on which they are delinquent within thirty (30) calendar days of receipt by the Employer of such notice, the Employer shall discharge said employee. The aforementioned time periods may be extended by mutual agreement of the Employer and the Union.

**Section 2.2 DEDUCTION OF UNION DUES** Upon receipt of written authorization of the employee, at each pay period the Employer shall deduct dues and fees from all members, based upon a schedule provided by the Union, and transfer that amount to the Union within fourteen (14) calendar days following each payroll.

The Employer shall include the last name, first name, middle initial, employee ID number, gross earnings, hours worked, dues deducted and initiation fees deducted when remitting dues to the Union.

**Section 2.3 PRESENT CONDITIONS** No present employee, who, prior to the date of this Agreement, was receiving more than the rate of wages, vacations or any other enhanced benefit than designated in this Agreement, for the work in which the employee was engaged, shall suffer a reduction in such arrangement due to the application of this Agreement.

**Section 2.4(a) UNION ACCESS** The Union Representative shall be allowed admission to the Employer's premises covered by this Agreement at any reasonable time, for the purpose of investigating conditions relating to this Agreement. Whenever possible, the Union Representative will notify the Employer at least twenty-four (24) hours in advance of their visit.

**Section 2.4(b) UNION NEW MEMBER ORIENTATION** The Employer will arrange with the designated Union Representative an opportunity to introduce themselves and provide a brief overview of OPEIU Local 8 to newly hired Union employees on work time.

**Section 2.5 SHOP STEWARDS** The Employer shall recognize the Shop Steward who shows authority from the Union as a duly accredited Union representative who, upon notifying the Employer, may investigate all complaints. Attendance by the Union Shop Steward in investigatory and grievance meetings with the Employer will be paid and considered time worked when such meetings are during the Steward's regular work schedule. Attendance by the Union Shop Steward at such meetings will not be paid when such meetings are not during the Steward's regular work schedule. Union Shop Stewards will notify their supervisor in advance of the need for paid release time and ensure it does not disrupt Employer operations. Such requests shall not be unreasonably denied. Stewards will utilize discretion, sensitivity and reasonable judgment in dealing with confidential information.

**Section 2.6 UNION COMMUNICATION** The Union shall be allowed the use of bulletin board space and work email for the purpose of posting Union notices relating to general Union

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activity and education.

**Section 2.7 NEW MEMBER PACKETS** Upon hire, the Employer will provide all new employees an OPEIU New Member Packet, which includes a copy of the Union Contract and Membership Application. The new member packets may be electronic or hard copy and will be provided by the Union.

**Section 2.8 UNION NEW MEMBER ORIENTATION** A Union Steward and/or Union Representative will be allowed to meet with new bargaining unit employees for thirty (30) minutes on work time.

### ARTICLE 3

#### **MANAGEMENT RIGHTS**

**Section 3.1** The Employer retains all rights to manage, direct and control its business in all particulars, except as such rights are expressly and specifically modified by this Agreement. The Employer agrees that nothing in this Article shall be construed to mean that any Union or employee rights under the law are waived.

Except to the extent expressly limited by a specific provision of this Agreement or by operation of law, the Union agrees that the management of the business and the direction of the work force is in the sole discretion, and is the sole responsibility of the Employer, except this does not limit the Union's rights under the National Labor Relations Act (NLRA).

The Employer reserves and retains solely and exclusively, all of its rights, functions and prerogatives of management including, but not limited to, the right to hire new employees; to discipline; to plan, direct and control the entire operation of the Employer; to determine the qualifications, size and composition of the work force; to carry out the ordinary and customary functions of management.

**Section 3.2** The Union agrees to indemnify and hold the Employer harmless from any claims that may arise out of the enforcement of Articles 1, 2 and 12 of this contract.

### ARTICLE 4

#### **HIRING AND TERMINATION**

**Section 4.1(a) JOB POSTING** Notice of all bargaining unit job vacancies shall be emailed and posted on a designated bulletin board that is easily accessible to employees and members of Casa Latina for a period of five (5) working days prior to posting externally. The Employer will interview all internal applicants who meet the minimum qualifications and submit applications within the five-day (5) internal process for union jobs, if none are qualified, the Employer may then interview external candidates. An employee who applies for a position and is not selected for an interview or is selected for an interview and is not hired for the position will be notified of the decision and the reason the employee was not selected by the hiring supervisor. The Employer is committed to helping employees in their career development.

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**Section 4.1(b) INTERNAL HIRING** The Employer is committed to developing employees who are reflective of the clients served and continues to work to increase the diversity of leaders at Casa Latina.

An employee hired to a higher position shall, at the minimum, receive a three percent (3%) wage increase plus any length of service increases the employee is eligible for and shall receive such pay rate immediately.

**Section 4.1(c) BRIDGE OF SERVICE** To be eligible for bridge of service, an employee must have originally worked for at least twelve (12) consecutive months and resigned their employment with proper notice or were laid off and are eligible for rehire. If the employee is rehired within one (1) year, they will be credited for their previous time worked and placed on the appropriate wage scale step and be credited for the accrual rate of personal leave. It does not affect seniority unless the employee returns from lay off within one (1) year.

**Section 4.2 NOTIFICATION** The Employer shall notify the Union of new employees by the fifteenth (15<sup>th</sup>) of each month; provided that, the employees are covered under Article 1, giving the employee's name, address, date of birth, job classification, rate of pay, date of hire, work email address and, personal email address and personal phone number if the information is provided by the employee. The Employer shall also provide a list of any terminations within the bargaining unit.

**Section 4.3 PROBATION** Regular full-time and regular part-time employees shall be hired on a probationary period for the first ninety (90) calendar days. Termination or discipline during this period will not be subject to the grievance procedure.

**Section 4.4(a) PROGRESSIVE DISCIPLINE/JUST CAUSE** No employee shall be disciplined or discharged except for just cause. The Employer shall use a uniform progressive discipline system which shall include verbal counseling, written warnings, probation and/or suspensions up to and including termination. These are suggested procedures and will vary depending on the nature and severity of the incident. The level of discipline imposed is based on the act that led to discipline. The principles of just cause apply at all levels of discipline. The employee may request union representation to be present in an investigatory meeting per Section 4.6. Upon termination, an employee, upon written request, shall receive written notice from the Employer or Employer's agents stating the cause of termination.

**Section 4.4(b) DISCIPLINE NOTICES** All progressive discipline shall be put in writing and a copy of all written disciplinary actions shall be given to the employee at the time the formal corrective action is applied. The employee shall be required to sign the written disciplinary action for the purpose of acknowledging receipt, but the employee's signature shall not be construed as an admission of guilt or concurrence with the reprimand. An employee shall be given the opportunity to read, sign and attach a written response to any written warning or disciplinary notice placed in their personnel file. If an employee is not afforded the rights provided in this Section, such written disciplinary notice shall not be used against the employee in any future disciplinary action. The level of severity of an incident will determine whether or not previous counseling statements will be used in later disciplinary actions.

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**Section 4.4(c) PERSONNEL FILES** Employees may examine their personnel files during working hours.

**Section 4.4(d) PERFORMANCE REVIEWS** Each Employee shall meet with the employee’s supervisor and receive a performance review prior to the end of the probationary period and each year thereafter during August and September. The performance review will include feedback on job performance, discuss expectations and accomplishments, and set goals for career development.

**Section 4.5 EMPLOYEE RIGHTS** An employee may have a Union Representative and/or Shop Steward present at any meeting with management representatives which involves discipline or where an employee reasonably believes an investigation will result in disciplinary action. The Employer will inform an employee prior to such a meeting that it is an investigatory meeting which may lead to disciplinary action. The Employer shall encourage managers that an employee be informed of this right prior to holding any such meeting. If the employee desires Union representation at such a meeting, the employee shall notify the Employer at that time and shall be provided reasonable time to arrange for Union representation at the meeting. In no event shall the meeting be called on the employees scheduled day off except by mutual agreement.

**Section 4.6 TERMINATION NOTICE** Termination notice or pay in lieu thereof shall be as follows, except in cases of termination for just cause or for illegal activity which disqualifies an employee from performing certain types of work as defined by state or federal laws:

Employed less than 90 calendar days .....no advance notice required

Ninety calendar days or more .....two weeks' notice or two weeks' pay

**Section 4.7 EMPLOYER POLICIES** To the extent that Casa Latina employment policies are not in conflict with this Agreement, they will be accepted as working policy. Where a conflict exists, the Agreement shall prevail. If a policy that relates to wages, benefits or working conditions is not covered in this contract, the Employer shall notify the Union in writing of the new policy or policy change at least four (4) weeks before implementation.

**ARTICLE 5**

**SENIORITY**

**Section 5.1 APPLICATION** Seniority shall be calculated from the first date of hire in any Casa Latina position. Where ability is equal, seniority shall be observed in rehires, transfers and promotions. Seniority shall be the determining factor in layoffs, vacation preference and shift changes. Seniority shall continue for a period of twelve (12) months during layoff. For rehire, the employee must provide the Employer with a current mailing address, email address and telephone number.

**Section 5.2 LOSS OF SENIORITY** An employee shall lose their seniority rights for any one

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of the following reasons: Voluntary resignation, discharge for cause, failure to report from layoff within ten (10) working days after notification to report back to work. Notice shall be sent by registered mail with return receipt requested and by regular mail, to the employee's last known address.

**Section 5.3(a) RECALL FROM LAYOFF** The Employer, upon rehiring, shall do so in order of seniority.

**Section 5.3(b)** The last employee laid off from a job will be the first recalled to that job before internal transfers or promotions or outside applicants are considered.

**Section 5.3(c)** The Employer shall give at least thirty (30) day advance notice of layoff to the Union and affected employee(s) provided that the layoff is the result of a loss of funds for which the Employer has received at least thirty (30) days' notice.

**Section 5.3(d)** If there is no opening in a job from which the employee was laid off, in the event the employee on layoff applies for another position, the employee shall have preference over all other applicants; provided the laid off employee has the qualifications to perform the job with orientation. Qualifications will be determined through the application, interview and reference checking process. Laid off employees will be hired for open positions they are qualified for unless an issue is identified through the hiring process that would affect their ability to successfully perform the responsibilities of the position.

**Section 5.3(e)** 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, willing and able to be re-employed.

**Section 5.4 SEVERANCE** In addition to any benefits required by the WARN Act or other applicable federal or State law, employees laid off due to lack of work shall be entitled to the following:

- a) **Health Benefits:** The Employer will provide a one-time payment of \$625 that Employee may choose to apply towards the election of COBRA coverage, if applicable, the purchase of health insurance on the Marketplace, or any other purpose.
- b) **Job Preference:** In accordance with Sections 5.3(c) and 5.3(d) all laid off employees will be given first preference over outside applicants for open positions within Casa Latina provided the employee has the qualifications to perform the job with orientation. Qualifications will be determined through the application, interview and reference checking process. 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 able to be re-employed.
- c) **Personal Leave:** Upon separation from the organization, employees who are laid off will be paid their vacation time balance of up to 160 hours.



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**d) Severance:** One (1) weeks' of wages for every year of service

**ARTICLE 6**

**HOLIDAYS**

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

New Year's Day	Indigenous People's Day
Martin Luther King Jr. Day	Veteran's Day
Presidents Day	Thanksgiving Day
Memorial Day	Native American Heritage Day (Day After Thanksgiving)
Juneteenth	Day Before Christmas Day
Independence Day	Christmas Day
Labor Day	

Holidays cannot be carried over to the following year.

Casa Latina will allow employees to take up to six (6) additional days with pay to observe religious or personal holidays of importance to the employee. Such personal holidays are available to a bargaining unit employee that have completed at least three (3) consecutive months of work and received approval by the Employer. Personal holidays are prorated based on the date of hire during the first year of employment and prorated based on hours worked for part-time employees. Personal holidays cannot be carried over to the following year.

**Section 6.2 HOLIDAY PAY** Employees shall not generally be required to report for work on a holiday. Employees who are required to work on a holiday shall receive double the amount of their regular rate of pay for all hours worked on the holiday. Seniority shall be the determining factor if more than one employee is qualified to perform the work. The senior employee shall have the first preference to accept or deny the double time.

**Section 6.3 OBSERVATION OF HOLIDAYS** If any of the aforementioned holidays fall on Saturday, the holiday will be the preceding Friday. If the holiday falls on Sunday, the following Monday shall be considered the holiday.

**Section 6.4 WINTER CLOSURE** All bargaining unit employees will have the week between December 24 and January 1 off on paid time and will not be required to report to work.

**Section 6.5 HOLIDAY DURING VACATION** In the event a holiday honored under this Agreement falls during an employee's vacation, such employee shall receive holiday pay instead of vacation pay.

**Section 6.6 HOLIDAY PAY FOR PART-TIME EMPLOYEES** Holiday pay shall be prorated for part-time employees based upon their FTE which they are scheduled to work on a weekly basis. Part-time employees shall be paid for such holidays regardless of whether or not they

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are scheduled to work on a holiday; provided that, the combination of actual work hours and holiday hours do not exceed the number of hours which an employee is normally scheduled to work.

**ARTICLE 7**

**VACATION AND LEAVE**

**Section 7.1 USE OF LEAVE** Vacation is that time used for the employee's own purposes including, but not limited to, time off for rest and relaxation. Vacation accrues each month and may be taken as it accrues. All vacation use must be approved by the Employer and may be taken in increments of fifteen (15) minutes.

**Section 7.2(a) ACCRUAL RATES** On an annual basis employees earn vacation as follows:

1 <sup>st</sup> and 2 <sup>nd</sup> year of employment	24 days
3 <sup>rd</sup> year of employment and subsequent years	28 days

Part-time employees will earn vacation on a pro-rated basis.

The above vacation time accrual rates will be effective on the first day of the month following ratification.

**Section 7.2(b) VACATION CARRY-OVER** Employees may carry-over up to fifty percent (50%) of their current vacation accrual as follows:

1 <sup>st</sup> and 2 <sup>nd</sup> year of employment	Up to 12 days
3 <sup>rd</sup> year of employment and subsequent years	Up to 14 days

**Section 7.2(c) VACATION SCHEDULING** Employees shall provide as much advance notice as possible regarding vacation plans. The Employer will make every effort to accommodate leave requests. The required advance notice depends on the length of the planned vacation, as follows:

- For vacation requests of four (4) consecutive vacation days and under, employees must inform their supervisor at least one (1) week in advance and obtain written supervisor approval.
- For vacation requests of five (5) consecutive days and over, employees must inform their supervisor at least four (4) weeks in advance and obtain written supervisor approval.
- Based on seniority, employees shall be given preference in the selection of vacation time off. Once a vacation time request is approved in writing by the employee's supervisor, that employee's request will prevail over seniority.

**Section 7.2(d) VACATION PAYOUT ON RESIGNATION** Upon separation from the

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organization, employees who provide at least two weeks' notice, will be paid their vacation time balance of up to 80 hours. Sick and personal holidays are not paid out at separation. If an employee is unable to provide two (2) weeks' notice due to unforeseen circumstances, the Executive Director shall have the right to waive the two (2) week notice period.

**Section 7.3(a) SICK LEAVE** Regular full-time employees earn one (1) paid sick day per month consisting of eight (8) hours. Part-time employees are eligible for paid sick time on a pro-rated basis. Accrued leave may be used at 90 calendar days of employment. Carry over is limited to 40 hours per year. In accordance with Seattle's Paid Sick and Safe Time (PSST) ordinance, Casa Latina is a Tier 1 employer. Absent an emergency, employees shall call their supervisor at least ½ hour before their scheduled work time to notify the supervisor of sick time usage when practical. Foreseeable sick leave must be approved in advance by the Employee's supervisor. Sick leave may be used in 15-minute increments and is not considered hours worked for the purpose of calculating overtime.

**Section 7.3(b) SICK LEAVE USAGE** Sick leave shall be approved by the Employer for the following purposes: Medical, dental, optical examination and/or treatment, and surgery, illness and convalescence for the employee, employee's spouse/partner, care of the employee's child(ren)/stepchild(ren), care of the employee's parents, spouse/partner's parents, siblings and grandchildren. Each employee will be granted sick leave for the serious health condition, as defined by state and federal law. 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.

**Section 7.4 BEREAVEMENT** Any regular employee suffering a death in the immediate family or an employee or an employee's spouse or domestic partner experiences a spontaneous miscarriage or stillbirth, the employee shall be allowed up to five (5) working days leave from work with pay, at the regular rate. Member of the immediate family is defined as father, mother, sister, brother, wife, husband, partner, son, daughter, stepparents, stepchildren, in-laws, significant other, grandchildren, grandparents, or close family type relationship (to be at the discretion of Human Resources).

**Section 7.5(a) TYPES OF LEAVE** The Employer shall comply with applicable terms and conditions of all federal, Washington State and local leave laws, including but not limited to:

1. WA Paid Family & Medical Leave;
2. WA Family Care Act;
3. Federal Family and Medical Leave Act;
4. Leave for Victims of Domestic Violence, Sexual Assault & Stalking;
5. Leave for Spouse of Deployed Military Personnel;
6. Leave for Emergency Services Personnel;
7. Seattle Paid Sick and Safe Time Ordinance;
8. WA Paid Sick Leave Law I-1433.

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Whenever foreseeable, requests for leave under the above provisions shall be submitted to the Executive Director or designee at least thirty (30) days prior to the date leave is expected to commence.

**Section 7.5(b) WASHINGTON STATE LEAVES** Casa Latina supports healthy families. The Employer will comply with all state mandated leave provisions including the WA Paid Family & Medical Leave Act, WA Paid Sick Leave law and any regulations regarding pregnancy and childbirth related conditions for eligible employees.

**Section 7.5(c) 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 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 leave. Employees remain responsible for paying the employee share of the health and welfare benefits while on leave pursuant to Article 11.

Employees shall receive compensation while out on this leave as approved by the Washington State Employment Security Department. The Employee shall pay the employee portion of the premium in accordance with the law. The Employer shall pay the Employer portion of the premium for each bargaining unit employee if required by law. An employee may choose to use their accrued sick leave to supplement the state's compensation when taking Washington Paid Family & Medical Leave.

**Section 7.6 MILITARY LEAVE** Leave requests for military duty shall be granted as required by federal and state law.

**Section 7.7 JURY DUTY PAY** After completion of ninety (90) calendar days, employees who are called for service on a jury or subpoenaed to be a witness shall be excused from work for the days on which they serve, and shall be paid their regular straight time earnings for up to five (5) work days; provided, however, any employee called for jury duty who is temporarily excused from attendance at court must report to the workplace and work at least one-half (1/2) of the employee's normal workday.

**Section 7.8 UNION LEAVE** The Employer shall allow bargaining unit employees to attend Union sponsored events, conferences and/or trainings, subject to Section 7.2(c) Vacation Scheduling. Employees may use unpaid time off in lieu of accrued vacation time.

**Section 7.9 ON-THE-JOB-INJURY** When an employee is injured on the job, the employee will be paid for the balance of the work day, which will not be charged as sick leave. Upon the employee's written request, sick leave pay may be used to supplement industrial insurance benefits in an amount equal to the difference between the compensation to which the person is

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entitled under the Industrial Insurance Act and regular Casa Latina pay. Any accrued vacation may be used in a like manner after accrued sick leave is exhausted. Employees who are temporarily disabled and are being compensated through industrial insurance are entitled to continue to receive the normal health benefits and life insurance. Sick leave and vacation shall only accrue, however, for hours in the Casa Latina pay status.

**ARTICLE 8**

**DEFINITIONS**

**Section 8.1 REGULAR EMPLOYEES** A regular employee is one whose employment is considered to be ongoing and who was hired with that understanding. A regular employee who has been in the employ of the Employer for at least twenty (20) hours per week for a period of one (1) month shall be entitled to full benefits under the terms of the Agreement accrued from the date of employment.

**Section 8.2 PART TIME EMPLOYEES** An employee working twenty (20) hours or more per week but less than forty (40) hours per week shall be eligible for retirement contributions, medical/dental benefits and prorated vacation and sick leave.

**Section 8.3 NO DISPLACEMENT OF REGULAR EMPLOYEES/ADDITIONAL HOURS**

The Employer agrees that temporary/substitute employees shall not be hired for the purpose of displacing regular full-time employees or avoiding filling full-time or regular part-time positions.

The Employer is committed to providing additional hours for current Employees whenever possible provided the employee is qualified for such work. Bargaining unit employees shall have the first right of refusal for overtime.

**Section 8.4 NON-EXEMPT EMPLOYEE** A non-exempt employee is one who is required to be paid on an hourly basis for all hours worked. Non-exempt employees will be paid overtime at the rate of one and one-half (1 ½) of the employee's regular rate of pay for all hours worked beyond forty (40) in a workweek. Employees working beyond their regularly scheduled shift may flex such time within the same work week, subject to supervisor approval.

**Section 8.5 EXEMPT EMPLOYEES** An exempt employee is an employee who meets the Fair Labor Standards Act and Washington Minimum Wage Act's criteria for exemption, such as being a bona fide executive, administrative, or professional employee. Exempt employees are paid salaries commensurate with their positions and do not receive overtime pay.

**ARTICLE 9**

**SYSTEM OR REGULATIONS CHANGES AND TRAINING**

**Section 9.1 LOSS OF POSITIONS** In cases where positions are abolished because of automation or system changes, all possible consideration will be given to transferring employees to comparable jobs. Also every consideration will be given to training present employees to operate any new equipment installed as a result of these changes.

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

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

**Section 9.4 STAFF TRAINING** Casa Latina is committed to staff training, and where and when possible, shall make opportunities available to staff as budget allows.

For the calendar year 2023 and each year thereafter, the Employer shall budget funding of at least \$450 per bargaining unit employee (pro-rated for part-time employees) to augment program training budgets to be used towards education for staff. Any workshop, seminar, class or other training directly augmenting the employee's job skills and knowledge must be pre-approved by the supervisor. The employee shall be compensated at the usual rate of pay while attending any such educational opportunities.

## ARTICLE 10

### HOURS OF WORK

**Section 10.1 FAIR LABOR STANDARDS ACT STATUS** The Employer and the Union agree that exempt and non-exempt employees covered under this Agreement will be determined in compliance with the Fair Labor Standards Act and Washington Minimum Wage Act.

### **Section 10.2 NON-EXEMPT EMPLOYEES (HOURLY)**

**Section 10.2(a)** Hours of work of non-exempt employees are determined by the Employer based on the department and/or client need. The employee's hours are determined by the requirements of the position as stated in the job description. Employees wishing to work flexible hours may do so with their supervisor's approval. Normal hours of operation are 6:00 a.m. – 9:00 p.m., Monday through Friday, 6:00 a.m. – 3:00 p.m. Saturday, and the work week is Monday through Sunday.

**Section 10.2(b)** All overtime shall be approved for non-exempt employees in advance whenever possible, by the supervisor or designee.

**Section 10.2(c)** Non-exempt employees shall earn overtime pay at a rate of one and one-half (1 ½) times hours worked in excess of forty (40) hours a week. Time that is paid but not

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worked will not count for the purpose of determining and computing overtime unless an employee cannot flex any hours worked over forty (40) within the following week.

**Section 10.2(d)** For non-exempt employees, all hours worked for an event or regular assignment on the six (6<sup>th</sup>) consecutive day shall be paid at time and one-half (1 ½) the employee's regular rate of pay. Any additional consecutive days worked beyond the sixth (6<sup>th</sup>) day will be paid at double the regular rate of pay.

**Section 10.2(e)** An employee may refuse a work assignment outside their regularly scheduled hours if asked with less than forty-eight (48) hours' notice.

**Section 10.3 REPORT PAY** An employee ordered to report to work shall receive a minimum of four (4) hours' pay at the regular rate. Employees called back to work shall receive a minimum of four (4) hours' pay at one and one-half (1 ½) times the regular rate for non-exempt employees.

**Section 10.4 DINNER PAY** An employee who is required by the Employer to work two (2) hours or more beyond the close of their regular workday or an employee who is released at the close of their regular workday and is instructed to report back to work shall be entitled to \$36 dinner money or in lieu thereof shall be furnished with dinner by the Employer at the discretion of the Employer.

**Section 10.5 LUNCH** Non-exempt employees must take their lunch periods no less than two (2) nor more than five (5) hours after the start of their shift. Lunch periods cannot be less than one-half hour or more than one hour in duration. Lunch periods are not compensable for non-exempt employees.

**Section 10.6 BREAKS** Daily relief periods of fifteen minutes each shall be allowed for each four (4) consecutive hours of working time for non-exempt employees. Non-exempt employees must take a break if they work three (3) consecutive hours or more. Relief periods are compensable.

**Section 10.7 OVERTIME ROTATION** Overtime shall be distributed as equally as practicable among employees qualified to perform the work.

## ARTICLE 11

### HEALTH AND WELFARE

**Section 11.1 COVERAGE/PREMIUM SHARE** Employees working at least twenty (20) hours per week are eligible for coverage under the medical and dental plans offered by the Employer. Pursuant to the insurance providers that the Employer contracts with such benefits commence on the first day of the month following thirty (30) days of employment.

- a) Medical and Dental Coverage. Costs including deductibles, co-pays, co-insurance, out-of-pocket maximums etc. for the health and dental benefit plans should remain unchanged for the life of this Agreement. The Employer shall pay

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ninety percent (90%) of the premium for medical coverage (using the average cost) and ninety percent (90%) of the actual dental premium, and sixty percent (60%) of the actual premium for each dependent's coverage.

**Section 11.2 MAINTENANCE OF BENEFITS** In the event an increased contribution rate is necessary to maintain the present benefit schedule, or different providers are selected to provide benefits, the Union and the Employer agree to meet and resolve the issue within thirty (30) days of the notification of an increase or information on changing providers, or sooner if the Employer has any relevant information. Extensions may be made by mutual agreement of the parties.

**Section 11.3 WORKERS' COMPENSATION** All employees shall be covered under the Washington State Industrial Insurance Act.

## ARTICLE 12

### **PAYROLL DEDUCTIONS**

**Section 12.1 DUES** The Employer shall deduct monthly union dues from the pay of each member covered by the Agreement who voluntarily submits a dues check-off authorization form. The Employer shall submit dues money to the Union by the 14<sup>th</sup> of each month.

**Section 12.2 POLITICAL CONTRIBUTIONS** The Employer agrees to deduct the specific sum from the pay of any member of the bargaining unit who voluntarily executes an OPEIU Local 8 PAC (Political Action Committee) Check-Off Authorization form. The Employer will remit these deductions to OPEIU Local 8 PAC along with a list of the bargaining unit employees' names and amounts deducted no later than the fourteenth (14<sup>th</sup>) calendar day following the last payday of each month. 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 12.3 HARDSHIP FUND** The OPEIU Local 8 Hardship Fund provides assistance to Local 8 Members experiencing an immediate, severe, and temporary financial situation due to an emergency. The Employer agrees to deduct the specific sum from the salary of any member of the bargaining unit who voluntarily executes an OPEIU Local 8 Hardship Fund Check-Off Authorization form. The Employer will remit these deductions to OPEIU Local 8 along with a list of bargaining unit employees' names and amounts deducted no later than the 15<sup>th</sup> day following the last pay day of each month. The Union agrees to indemnify, defend and hold harmless Casa Latina from and against any and all damages, claims, demands, suits, judgments or other forms of liability arising from the operation of this section.

**Section 12.4 OTHER DEDUCTIONS** Other payroll deductions shall be allowed if mutually agreed to by the employee and the Employer.



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## ARTICLE 13

### **SALARY SCHEDULE AND COMPENSATION**

**Section 13.1 WAGE SCHEDULE** All newly hired bargaining unit employees will be classified and paid according to their position and years of experience in accordance with the schedule set forth in Appendix “A” which is attached hereto and made part of this Agreement. This Agreement will not preclude the Employer, at its option, from paying more than the contract rate of pay.

#### **Section 13.1(a) ANNUAL WAGE INCREASE**

Effective January 1, 2023, all bargaining unit employees will receive a wage increase of two and one-half percent (2.5%) and all rates in Appendix “A” shall be increased by two and one-half percent (2.5%).

Effective January 1, 2024, all bargaining unit employees will receive a wage increase of two and one-half percent (2.5%) and all rates in Appendix “A” shall be increased by two and one-half percent (2.5%). The Employer may request to reopen the contract to negotiate the 2024 wage increase if financial hardship is declared. If a reopener is necessary, the Employer shall share all relevant financial information with the Union.

Effective January 1, 2025, all bargaining unit employees will receive a wage increase of two and three-fourths percent (2.75%) and all rates in Appendix “A” shall be increased by two and three-fourths percent (2.75%). The Employer may request to reopen the contract to negotiate the 2025 wage increase if financial hardship is declared. If a reopener is necessary, the Employer shall share all relevant financial information with the Union.

**Section 13.1(b) ANNUAL STEP INCREASES** Upon placement on the wage schedule of Appendix “A,” employees shall advance to the next wage step upon their anniversary date of hire.

**Section 13.2 TRANSFERS, PROMOTIONS, DEMOTIONS** Employees promoted to a higher classification shall be placed at the nearest step in the new classification wage range which would provide for a minimum increase of three percent (3%), not to exceed the top of the new range. An employee's anniversary date used for longevity increases shall not change as a result of promotion to a higher classification. If an employee transfers to a lower paying classification or a different classification in the same pay grade, there shall be no change in the employee's step or anniversary date.

**Section 13.3 WORK IN A HIGHER CLASSIFICATION** Any employee who is required to perform duties of a higher classification within a shift will be paid the higher classification pay rate for all time worked in that shift.

**Section 13.4 DIVERSIONS** Employees shall retain the right to divert monies generated from any wage increase to existing fringe benefits, with mutual agreement of the Union.

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**Section 13.5 TRAVEL REIMBURSEMENT** Employees who travel for the Employer's business shall receive the IRS mileage rate when driving their automobile, reimbursement for any public transportation costs and tolls.

**Section 13.6 PARKING/TRANSPORTATION**

**Section 13.6(a)** The Employer will provide an Orca card for any employee who takes public transit and works twenty (20) hours per week or more. The Orca card is to be used for work purposes only.

**Section 13.7 JOB DESCRIPTIONS** The Employer agrees to provide, upon Union request, current job descriptions for all bargaining unit positions.

**Section 13.8** Casa Latina agrees to share financial information regarding budget issues that affect bargaining unit employees.

**ARTICLE 14**

**RETIREMENT PLAN**

After one (1) year of employment, any employee who works more than one thousand (1,000) hours per year (20 hours/week) is eligible to participate in the Employer's 403(b) Retirement Plan and Casa Latina will match such contributions into the Plan up to the equivalent of five percent (5%) of an employee's gross yearly income. Employees working less than one thousand (1,000) hours in a year may contribute into the Plan but will not be eligible to receive the Employer match.

**ARTICLE 15**

**NON-DISCRIMINATION**

**Section 15.1 UNION ACTIVITY** The Employer agrees not to discriminate against an employee because of activity as a member of the Office and Professional Employees International Union Local No. 8.

**Section 15.2 DIVERSITY** The Union and Employer agree not to illegally discriminate in matters of hiring, training, promotion, transfer, layoff or discharge because of race, color, creed, gender, gender identity, national origin, age, sexual orientation, genetic information, religion, ancestry, marital status, parental status, breastfeeding in a public place, political ideology, including affiliation or activity, active military service, veteran status, use of a service animal or the presence of a sensory, mental or physical disability subject to occupational requirements and the ability to perform the job, and as provided under Executive Order or by law.

**Section 15.3 EQUAL PAY** The Employer agrees to the principle of equal pay for equal work and agrees that there shall be no discrimination exercised in this respect. In all cases

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where women are performing work of a comparable quantity and quality as that performed by men, the same rate of pay shall prevail.

**Section 15.4 RESPECT** All parties agree that all employees shall be treated with respect and shall work in an environment free from harassment.

**ARTICLE 16**

**SEPARABILITY**

This Agreement shall be subject to all present and future applicable federal, state, city and county laws, executive orders of the President of the United States or Governor of the State of Washington, and rules and regulations of government authority. In the event that any provision(s) of this Agreement shall, at any time, be declared invalid or unlawful by virtue of the above declaration of any court of competent jurisdiction or through government regulations or decrees, such provisions shall be superseded by the appropriate provision of such law or regulation, so long as same is in force or effect; but all other provisions of this Agreement not declared invalid shall remain in full force and effect.

The Employer and the Union agree that conditions of employment shall be consistent with all applicable municipal, state and federal laws.

**ARTICLE 17**

**SUCCESSORS**

In the event the Employer shall, by merger, consolidation, sale of assets, lease, franchise or by any other means, enter into an agreement with another firm or individual which, in whole or in part, affects the existing appropriate collective bargaining unit, then such successor firm or individual shall be bound by each and every provision of this Agreement. The Employer shall have an affirmative duty to call this provision of the Agreement to the attention of any firm or individual with which it seeks to make such an agreement as aforementioned.

**ARTICLE 18**

**GRIEVANCE/ARBITRATION PROCEDURE**

**Section 18.1** A grievance is an alleged violation of a specific Article or Section of this Agreement. All grievances arising between the Union and the Employer shall be settled in accordance with the following procedures and terms of this Article. Extensions of timelines can be granted by mutual agreement by both parties in writing. Both parties shall make a reasonable effort to settle the dispute before written submission of the grievance whenever possible. A grievance involving the termination of an employee shall be submitted directly to Step 2.

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Step 1 – Written Submission of Grievance to their Supervisor

If the dispute cannot be resolved, the employee and/or Union Representative within ten (10) workdays of the event giving rise to the grievance or any informal resolution meeting, shall submit a written grievance to the Supervisor. The Grievant, the Shop Steward and/or Union Representative shall meet for the purpose of resolving the grievance. The Supervisor shall, provide a written answer to the grievance within ten (10) workdays following the grievance meeting.

Step 2 – Written Submission of the Grievance to an Executive Director or Designee

If the decision in Step 1 does not settle the grievance, the Union Representative may, within ten (10) workdays following the receipt of the decision in Step 1 submit the written grievance to an Executive Director or designee, with a copy to Human Resources, for the purpose of arranging a meeting to discuss the grievance.

The meeting shall be held within ten (10) workdays following receipt of the written grievance and shall be attended by the Grievant, Union Representative and an Executive Director or Designee. The Executive Director or Designee shall provide a written answer to the grievance within ten (10) workdays following the meeting.

Step 3 – Submission to Mediation

If the employee is not satisfied with the decision made in Step 3, either party may submit the issue to mediation with the Federal Mediation and Conciliation Service with ten (10) workdays following the answer given at Step 3.

**Section 18.2(a) ARBITRATION** In the event the grievance remains unresolved, either party may submit the matter for arbitration. Such notification must be sent within thirty (30) calendar days of receiving the decision of the Step 3 grievance or the completion of the mediation process. The party that requests arbitration must notify the other party in writing by email and regular mail.

**Section 18.2(b) ARBITRATION PROCESS** A list of eleven (11) arbitrators will be requested from the Federal Mediation and Conciliation Service. Selection of the arbitrator will be made by the parties alternately striking a name from the list until only one name remains as the arbitrator selected. The determination of who strikes first will be made by a toss of a coin.

**Section 18.2(c)** The arbitrator shall be authorized to rule and issue a decision and award, in writing, on any issue presented for arbitration, including the question of the arbitrability of such issue. His/her decision and award shall be final and binding upon both parties to this Agreement. An arbitrator shall have no power to add to or subtract from or to disregard, modify or otherwise alter any term of this Agreement(s) between the Union and the Employer or to negotiate new agreements. The arbitrator's powers are limited to interpretations and a decision concerning specific applications of the terms of this Agreement or other existing pertinent agreement(s), if any. Decisions of the arbitrator shall be subject to and in accordance with the provisions of existing laws, including court and NLRB decisions, and executive or

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administrative orders and/or regulations.

**Section 18.2(d)** The parties agree that the expense of the arbitrator will be borne equally by both parties except that each party shall be responsible for the expense of their own advocates and witnesses.

**Section 18.2(e)** All time limits set forth herein must be strictly observed unless agreed to otherwise by both parties. Reasonable extensions of timelines shall not be denied.

**Section 18.3** The Employer and the Union agree to make available to the other such pertinent data as each may deem necessary for the examination of all circumstances surrounding a grievance. The arbitrator shall be empowered to effect compliance with this provision by requiring the production of documents and other evidence.

## ARTICLE 19

### PICKET LINES

It is further understood and agreed that refusal by any bargaining unit employee, covered by this Agreement, to go through a primary picket line sanctioned by the AFL-CIO, shall not constitute a violation of this Agreement, nor shall such refusal by an employee be cause for discharge or disciplinary action of any kind.

## ARTICLE 20

### HEALTH AND SAFETY

**Section 20.1 GENERAL** The Employer retains exclusive responsibility for workplace health and safety and agrees to provide a safe and healthful work environment for all employees and further agrees to make every effort to ensure optimum working conditions and to provide for the highest standards of workplace sanitation, ventilation, cleanliness, light, noise levels, and health and safety in general. The Employer further agrees to comply with all applicable health and safety laws and regulations.

**Section 20.2 SAFETY COMMITTEE** A Safety Committee shall be established consisting of at least one Employer representative and one employee representative who shall meet at least quarterly to review safety issues and recommend improvements.

**Section 20.3 ACCOMMODATION** The Employer will make reasonable efforts to accommodate the needs of employees who can demonstrate that health problems are caused or aggravated by work related assignments or by substances the employee is necessarily exposed to in the workplace.

**Section 20.4 INFECTIOUS DISEASES** Employees may use sick leave to receive testing and/or inoculations for Tuberculosis, hepatitis or other communicable diseases, provided there is a verifiable business reason for receiving inoculations.

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**ARTICLE 21**

**LABOR MANAGEMENT COMMITTEE**

The purpose of the Committee is to foster communications between the Employer and Employees to resolve issues and disputes, and to exchange ideas to promote improved communications and working conditions throughout Casa Latina. The Committee shall consist of two (2) bargaining unit employees, two (2) managers and the Union Representative. Meetings will be scheduled at least twice a year at a mutually agreed upon time and no later than 30 calendar days following receipt of a request for a Labor Management Committee meeting from either party. Appropriate subject resource persons may be in attendance at the meetings for a specific agenda item as required and/or requested. Subject Matter resource persons do not serve as committee members. Participation by committee members in the meetings will be considered time worked.

**ARTICLE 22**

**WASHINGTON CARES TAX**

Effective July 1st, 2023, Employer shall deduct the required tax from employee payroll unless employee has provided proof of an exemption as required by law.

**ARTICLE 23**

**TERMINATION AND RENEWAL**

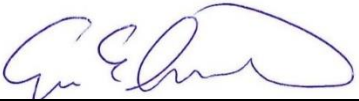
This Agreement shall be in full force and effect until December 31, 2025 and shall continue in effect from year to year thereafter unless either party gives notice, in writing, at least sixty (60) days prior to any expiration or modification date of its desire to terminate or modify such agreement; provided that, in the event the Union serves written notice in accordance with this Section, any strike or stoppage of work after any expiration or modification date shall not be deemed in violation of any provision of this Agreement, any other provision to the contrary notwithstanding.


COLLECTIVE BARGAINING AGREEMENT  
OPEIU LOCAL 8 – CASA LATINA


This Agreement is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.


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


**CASA LATINA**

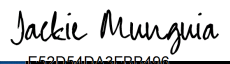
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Union Representative


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Attorney

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