

**OPEIU LOCAL 8/ BARLOW COUGHRAN MORALES & JOSEPHSON, P.S.
CONTRACT NEGOTIATIONS**

TENTATIVE AGREEMENT

THIS AGREEMENT is made and entered into at Seattle, Washington, this 1st day of August ~~2021~~2024, by and between BARLOW COUGHRAN MORALES & JOSEPHSON, P.S., hereinafter referred to as the "EMPLOYER," and OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL NO. 8, AFL-CIO, hereinafter referred to as the "UNION."

ARTICLE 3

UNION SECURITY

Section 3.1 All regular full-time employees shall join the Union within thirty (30) days following the date of execution of this Agreement or the beginning of their regular full-time employment whichever is later, and shall maintain membership in the Union for the life of this Agreement, as a condition of employment. Regular part-time employees shall join the Union when they have reached that status (i.e., after ninety [90] days of part-time employment) 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 with a list of all new non-attorney hires, their home address, job title, beginning salary, date of hire and social security number.

Section 3.3 When hiring new employees, the Employer may call the Union the same as it would any other agency to request applicants to be referred to it for interviews.

ARTICLE 5

UNION BUSINESS

Section 5.1 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 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. He/she shall first make known his presence to the Employer and shall confine his/her activities during such investigation to matters relating to this Agreement.

Section 5.3 The Employer will deduct an amount equal to the Union's initiation fee and uniform monthly dues from the pay of each member of the bargaining unit who voluntarily executes a wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. A copy of the authorization form to be used by employees is set forth in Exhibit "B" of this Agreement. Dues deductions will be transmitted to the Union by check payable to its order on the tenth (10th) day of the month following the deduction.

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Section 5.4 POLITICAL ACTION DEDUCTIONS. The Employer agrees to check-off voluntary contributions for the Union's Voice of the Electorate (VOTE) program political action fund(s) for each covered person who voluntarily executes a check-off authorization designating such deduction and the amounts. Such employee contribution shall be remitted to the Union monthly.

Section 5.4(a) Deductions shall begin on the first pay period of the first month following receipt of check-off authorization and shall continue in a like manner until the check-off authorization is revoked in writing.

~~Section 5.4(b) All monies collected under this Agreement shall be transmitted to the Secretary-Treasurer of VOTE within fifteen (15) days along with a list of employees from whom such deductions have been made and the amount deducted for each such employee.~~

Section 5.4(cb) POLITICAL ACTION FUND DEDUCTION. The Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a political action authorization form. The amount deducted and a roster of employees using this voluntary deduction will be transmitted to the Political Action Fund on a semi-annual basis in January and July. The Union and each employee authorizing the assignment of wages for the payment of voluntary political action contributions hereby agrees 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 PAC deductions made from the employee's wages.

Section 5.5 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 14

HEALTH AND WELFARE

Section 14.1 Effective May 1, 2018, for employees working eighty (80) hours or more per month, the Employer agrees to provide the same health insurance coverage that is offered to the attorneys. The Employer will pay the coverage for the employee and any children. The Employer will not pay for spousal coverage if the spouse has other coverage available through employment. If, the spouse does not have employment coverage available, the Employer will pay fifty percent (50%) of the rate for the employees spouse.

Section 14.2 Effective January August 1, 20252 2024, the Employer agrees to provide each eligible bargaining unit employee up to \$2,5400.00 (non-taxable) for any out of pocket Health and Welfare expenses for themselves or their dependents. This amount will be available for the employee's use for the period of fifteen (15) months.

Effective January August 1, 20263 2025, an additional \$2,5400.00 (non-taxable) will be made available for out of pocket Health and Welfare expenses for the proceeding fifteen (15) months.

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Effective ~~January~~ August 1, 20274 2026, an additional \$2,5400.00 (non-taxable) will be made available for out of pocket Health and Welfare expenses for the proceeding fifteen (15) months.

On April 1st of each of these years, any unused portion of amount made available fifteen (15) months prior, will no longer be available to the employee. This reimbursement is intended to cover any previously covered Health and Welfare procedure that is not covered or is not fully reimbursed under the Medical Plan or the Puget Sound Benefit Trust Dental Plan. Up to \$500 of the reimbursement monies described above may be used annually for any out-of-pocket expenses related to vision exams, hardware and/or contacts.

Section 14.2(a) Should the attorneys increase this reimbursement amount for themselves it will be increased to match for all bargaining members.

Section 14.3 Effective August 1, 2015, the Employer will provide Group Basic Dental Care, Vision Care. Effective September 1, 2018, \$150.00 Short-term Disability and Long-term Disability by paying into the Puget Sound Benefits Trust the current monthly premium for each regular full-time employee and each regular part-time employee covered by this Agreement who received compensation for eighty (80) hours or more in the preceding month. If, during the term of this Agreement, increased contribution or premium rate is necessary to maintain the present benefit schedule, the Employer will pay the increased contribution rate. During the term of this Agreement, either party may submit to the other party a written request to bargain regarding the dental and ancillary benefits provided under Section 14.3. The parties agree that within 30-days of receipt of such written request the parties shall meet and confer in good faith at reasonable times and locations until an agreement or impasse is reached.

Section 14.4 All employees shall be covered under the Washington State Industrial Insurance Act.

ARTICLE 15

RETIREMENT

Section 15.1 The Employer has established and will maintain during the term of this Agreement a retirement plan in which all employees with one or more years of service and who meet the initial eligibility requirements will participate. The Employer will contribute ~~twelve ten~~ percent (~~12~~9%) of eligible employees wages into such plan for ~~2024~~1 – July 31, ~~2027~~4.

Section 15.2 The Employer agrees that its life insurance and disability insurance program for its employees will be continued for the life of this Agreement.

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ARTICLE 24

DURATION

This Agreement shall become effective August 1, 202~~4~~⁴, and shall remain in effect until July 31, 202~~7~~⁴, 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 July 31, 202~~4~~⁴ 202~~7~~⁴, the termination date, or a subsequent annual termination date.

EXHIBIT "A"

The following hourly rates of pay shall be the minimum rate of pay for new hires:

<u>JOB TITLE</u>	<u>ENTRY</u>
Legal Assistant/Paralegal	\$30.40
Legal Secretary	\$29.90
Receptionist/Word Processor	\$23.75

Notwithstanding other employees who have completed their probationary period by the dates set forth below, all employees shall receive the following increases to their regular rate of pay:

<u>JANUARY 1, 2025²</u>	<u>JANUARY 1, 2026³</u>	<u>JANUARY 1, 2027⁴</u>
\$1. 504 ⁵	\$1. 654 ⁵	\$1. 752 ⁵

Employees who start employment on or after August 1, 2018 shall receive a fifty cent (\$0.50) increase to their hourly wage after six (6) months and shall receive a fifty cent (\$0.50) increase to their hourly wage after twenty-four (24) months.