



Office and Professional Employees International Union
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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SEIU6 PROPERTY SERVICES NW

AND

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

FOR THE PERIOD OF

MARCH 1, 2023 THROUGH DECEMBER 31, 2025

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COLLECTIVE BARGAINING AGREEMENT

SEIU6 PROPERTY SERVICES NW

THIS AGREEMENT is made and entered into at Seattle, Washington, by and between SEIU6 PROPERTY SERVICES NW, 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 office involved.

NOW, THEREFORE, be it mutually agreed to as follows:

ARTICLE 1

RECOGNITION OF THE UNION

Section 1.1 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 employees employed by the Employer, in those classifications listed in Article 13, excluding elected officers, business representatives, staff assistants, organizers, salaried employees and supervisors, as defined by the Act.

Section 1.2 All correspondence typed by members of the bargaining unit sent out by the Union shall bear the Union Label of the Office and Professional Employees Local No. 8.

ARTICLE 2

UNION SECURITY

Section 2.1 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 2.2 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 execute 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 will be used by the employees as set forth in Exhibit "A" to this Agreement. Dues

deductions will be transmitted to the Union by check payable to its order within thirty (30) days of the deduction.

Section 2.3 The Employer further agrees that all new employees hired subsequent to this effective date of this Agreement shall, as a condition of employment, thirty-one (31) days from the date of employment, become and remain members of the Union in good standing.

Section 2.4 No present employee, who, prior to the date of this Agreement, was receiving more than the rate of wages, or benefit time designated in this Agreement, for the class of work in which he or she was engaged, shall suffer a reduction in the rate of wages or benefit time from the application of this Agreement.

Section 2.5 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, and the Union Representative will first make his presence known to the Employer.

Section 2.6 The Employer shall recognize the Shop Steward designated in writing by the Union, as a duly accredited Union Representative who, upon notifying his or her designated supervisor or officer, may at any reasonable time investigate complaints arising under this Agreement.

ARTICLE 3

HIRING, DISCIPLINE AND TERMINATION

Section 3.1 The Employer will give all existing employees an opportunity to apply for openings when they occur. The Employer shall fill the job opening in accordance with the seniority provision of Article 3, Section 3.6 and Article 4, except that employees who make application for such position shall receive preferential consideration in accordance with the provision of Article 3 and Article 4, only if such employee meets the qualifications for the posted position.

Section 3.2 When seeking to fill a new or replacement position, the Employer will request applicants from the Union. However, the Employer shall be free to hire the applicant of its choice.

Section 3.3 It is agreed that the Employer shall notify the Union of the hiring of a new employee, advising the Union of the employee's name, address, social security number, classification, rate of pay and hire date.

Section 3.4 The employee shall be hired on a probationary period for the first 180 calendar days. Termination or discipline during this period will not be subject to the grievance procedure set forth in Article 17.

Section 3.5 Termination notice or pay in lieu thereof, unless terminated for just cause, shall be as follows:

Six months to one year.....one week's notice or one week's pay
One year or more..... two week's notice or two weeks' pay

Employees must give same notice on terminating or forfeit accrued benefit time pay not to exceed two (2) weeks. When there is a change in administration, the office employees must work at least two (2) weeks for the new administration, if asked, or forfeit their benefits.

Section 3.6 Promotions shall be made on the basis of seniority and job qualifications as established by the Employer. In the event two or more employees have the same relative qualifications, the employee with the greatest seniority shall be selected. An employee promoted to a higher position shall, at the minimum, be placed at the same increment step in the new position as that held by the employee in his or her former position and shall receive such pay rate immediately. All employees so promoted shall be placed on the higher rated job for a probationary period of ninety (90) days. In the event the employee does not successfully pass the probationary period, such employee shall be given his or her former position or a comparable position without any loss of seniority or pay.

Section 3.7 DISCIPLINE. The Employer shall not discipline any employee without just cause and all disciplinary actions may be appealed through the grievance procedure in the manner set forth in this Agreement.

The Union and the Employer agree with the principles of just cause and progressive discipline. The Employer may discharge without warning in cases of theft, physical violence, refusal to perform work assignment, unauthorized duplication of building keys, falsification of Employer documents, taking or unauthorized possession of weapons on the job, willful or grossly negligent damage of property, flagrant disregard of Employer's safety rules. Depending on the severity of the violation, the discipline may be warning, suspension, or discharge.

ARTICLE 4

SENIORITY

Section 4.1 Seniority shall be calculated from the last date of hire. Where more than one employee meets the qualifications as established by the Employer, seniority shall be observed in layoffs, rehires, transfers, vacation preference, shift changes and promotions. Seniority, when laid off, shall continue for a period of twelve (12) months. For rehires, the employee must contact the Employer's office once a month making themselves available for work. For the purpose of calculating pay rates and benefit leave accrual all hours of service commencing with the original date of hire shall be recognized.

Section 4.2 An employee shall lose his or her seniority rights for any one of the following reasons: Voluntary termination, discharge for cause, failure to report from layoff within five (5) working days after notification to report back to work. Notice shall be sent by registered mail, return receipt requested, to the employee's last known address.

Section 4.3 The Employer, upon rehiring, shall do so in the inverse order of seniority. The Employer shall rehire the last employee laid off; providing, however, that such employee has the qualifications for the positions for which the Employer is rehiring. Under no circumstances

shall the Employer hire full-time from the open market while employees on the recall list qualified to perform the duties of the position are ready, willing and able to be re-employed. The last employee laid off from a job will be the first recalled to that job.

ARTICLE 5

HOLIDAYS

Section 5.1 Holidays defined in Section 6.1 are as follows and shall be granted with no deduction in salary, in accordance with the provisions of this Article:

New Year's Day	Veterans Day
Martin Luther King Jr.'s Birthday	Thanksgiving Day
Presidents' Day	The Day After Thanksgiving Day
Memorial Day	Half a day on Christmas Eve
Juneteenth Day	Christmas Day
Independence Day	Half a day on New Year's Day
Labor Day	Floating Holiday (Employee's Birthday)

and such other holidays observed by the officers of the Employer, but not to exceed thirteen (13) holidays in any one year.

Section 5.2 Employees required to report, by the Employer, for work on a holiday listed in Section 5.1 shall receive pay at time and one-half (1½) for all hours worked. The accumulation, use and payment of Benefit Time (BT) is in addition to the overtime pay received on any of these days.

Section 5.3 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 5.4 A regular part-time employee shall be compensated their regularly scheduled hours for a holiday.

ARTICLE 6

LEAVE

Section 6.1 BENEFIT PROGRAM (VACATION, HOLIDAY, SICK LEAVE, EMERGENCY LEAVE).

Section 6.1(a)(1) This benefit program incorporates hours previously allocated in separate amounts for vacation, sick leave, holidays and emergency leave. It recognizes the need for scheduled time away from the job (vacation and holidays) for personal reasons and for occasions when the employee must be away because of illness or injury.

Section 6.1(a)(2) The benefit program has two elements to it. One is Benefit Time (BT) and the other is Sick Leave (ESL). Both programs are built on a weekly accrual rate available to the

employee as they are accumulated.

Section 6.1(b) DEFINITIONS. All BT and ESL time are based on a 2080 year (40 hour week; 8 hour day).

Section 6.1(b)(1) Benefit Time (BT) is that bank of time accrued for use during scheduled time off, and unscheduled time off (excluding bereavement leave and jury duty) to include the first two (2) consecutive days of non-scheduled illness for employees and the first two (2) consecutive days of non-scheduled illness for dependents of employees.

Section 6.1(b)(2) Extended Sick Leave (ESL) is that bank of time accrued for use during all non-scheduled illness exceeding two (2) consecutive scheduled workdays for employees and for all illness of dependents exceeding two (2) consecutive workdays, as well as pre-scheduled time off (i.e., surgery or tests) or injury.

Section 6.1(c) Benefit time accrual and mandatory usage shall be as follows:

YEARS OF EMPLOYMENT	<u>BENEFIT TIME ACCRUAL*</u>	<u>MANDATORY ANNUAL USAGE</u>
Less than one year	30 days	18 days
One but less than three years	30 days	22 days
Three but less than five years	35 days	29 days
Five but less than ten years	40 days	35 days
Ten but less than eleven years	41 days	36 days
Eleven but less than twelve years	42 days	37 days
Twelve but less than thirteen years	43 days	38 days
Thirteen but less than fourteen yrs.	44 days	39 days
Fourteen or more years	45 days	40 days

*Days of accrual are based on regular scheduled hours.

The maximum accumulated carry-over of Benefit Time from one calendar year to the next shall be twenty (20) days.

Section 6.1(d) EXTENDED SICK LEAVE ACCRUAL. All ESL shall accumulate for all employees on the basis of six (6) days per year (48 hours for a full-time eight hour per day employee).

Section 6.1(e) All days which shall be declared official holidays or closed office days other than weekends shall be predetermined by the Employer and the employee shall be advised at least thirty (30) days in advance. Closed office days will be deducted from BT time unless requested otherwise by the employee.

Section 6.1(f) Employees are expected to notify the Employer each day of any unscheduled absence. If the reason for unscheduled absence is for illness in excess of two (2) consecutive days, the employee shall be paid from their accrued ESL bank beginning with the third (3rd) day. However, all BT and ESL time shall be coordinated with and supplementary to Workers'

Compensation or Time Loss Benefits.

Section 6.1(g) Employees who become ill or who are injured while at work shall be paid accrued BT for that portion of the shift that they are unable to complete. This day will be considered the first day of unscheduled absence when determining the activation of payment of ESL time.

Section 6.1(h) Employees delayed or unable to work because of weather or other personal emergency shall be allowed to use BT for any unworked but scheduled hours.

Section 6.1(i) Benefit Time (BT) and Extended Sick Leave (ESL) will be paid only to the extent BT and ESL hours have been accrued by the employee up to the time of absence.

Section 6.1(j) An employee shall, upon termination with the Employer, be paid for all Benefit Time accrued at the time of termination. Employees with two (2) years or more of service with the Employer shall be paid twenty-five percent (25%) of all ESL time accrued to the date of termination unless the termination is for just cause.

Section 6.1(k) ESL time may be used for the employee, including approved pregnancy, maternity or paternity leave and for children of the employee.

Section 6.2 Any regular employee suffering a death in the immediate family shall be allowed four (4) working days leave from work with pay, at the regular rate. A member of the immediate family is defined as parent, step parent, foster parent, sister, brother, spouse or spousal equivalent, child, step child, foster child, spouse or spousal equivalent's child, grandparent or grandchild of the employee, spouse or spousal equivalent, aunt, uncle, first cousin and any blood relative residing in the employee's home.

Where extended travel is needed, five (5) days forty (40) hours may be granted.

Section 6.3(a) Employees shall be granted extended leaves of absence without pay not to exceed six (6) months beyond the accumulation of paid leave for valid reasons such as illness, accident, pregnancy, maternity or paternity. During such leaves, seniority shall be retained but will not accumulate. Seniority will accumulate during periods of paid sick leave. An employee on leave of absence shall be returned to his or her regular job or similar position and shall retain his or her former rate of pay including all intervening contractual increases.

The Employer shall comply with the Federal Family Medical Leave Act, Washington Family Care Act and the Washington Family Leave Act and Washington Paid Family Medical Leave (WPFML). The premium for the Washington Paid Family Medical Leave (WPFML) will be paid in full by the Employer.

Section 6.3(b) A leave of absence for other than the above may be granted provided the leave of absence does not, in the opinion of the Employer, create operational difficulties. Such leave must be requested in writing in advance. The Employer shall respond by approving or denying the leave request in writing.

Section 6.4 JURY DUTY PAY. After the first calendar year of employment, employees who

are regularly employed eighty (80) hours or more per month who are called for service on a Superior Court or Federal District Court jury shall be excused from work for the days on which they serve, and shall be paid the difference between the fee they receive for such service and the amount of straight-time earnings lost by reason of such service, up to a limit of their regularly scheduled workday and workweek; provided, however, an employee called for jury duty who is temporarily excused from attendance at court must report for work if sufficient time remains after such excuse to permit him or her to report to work and work at least one-half (½) of his or her normal workday. In order to be eligible for such payments, the employee must furnish a written statement from the appropriate public official showing the date and time served and the amount of jury duty pay received.

ARTICLE 7

REGULAR AND PART-TIME EMPLOYEES

Section 7.1 A regular full-time employee is an employee who has been employed seven (7) hours or more per workday for a period of over thirty (30) calendar days and shall be entitled to full benefits as set forth under the terms of the Agreement.

Section 7.2 A regular part-time employee is an employee who works less than the regular seven (7) hour day and/or less than a five (5) day workweek, and who has been employed for a period of over thirty (30) calendar days and shall be granted fringe benefits as set forth in this Agreement.

Section 7.3 A temporary employee is one who is hired to work on an intermittent basis, as on interim replacement or for temporary work on a predetermined work schedule all of which shall not extend beyond ninety (90) calendar days. Temporary employees shall be exempt from the provision of Article 2, Union Security, but shall be required to pay the Union the appropriate work permit fees.

ARTICLE 8

AUTOMATION, SAFETY AND HEALTH

Section 8.1 In the event of technological changes created by automation that affects work covered by this bargaining unit, the Employer will notify the Union within thirty (30) days when new positions are created. All employees shall be given an opportunity to apply for such openings prior to hiring from outside of the bargaining unit.

Section 8.2 Both parties agree that it is a shared responsibility of the Employer and employees to provide a safe and healthful work environment for all employees. The Employer agrees to attempt to provide reasonable standards for workplace sanitation, ventilation, cleanliness, light, noise levels, and health and safety in general. The Employer agrees to comply with all applicable health and safety laws and regulations. The employees agree that it is their responsibility to notify the Employer at any time they believe an unsafe or unhealthy situation exists in the workplace. Upon notification from the employee that such an unsafe or unhealthy work situation exists, the Employer will meet with the employees' representative to seek correction of the situation.

Section 8.3 AUTOMATION. Except for types of duties that have been traditionally performed by both bargaining unit members and other SEIU6 staff, it is the intent and agreement that the final production of written documents for external uses shall be produced by members of the bargaining unit. It is the intent and agreement of the parties that neither the use of personal computers nor completion of the aforementioned work by non-bargaining unit employees shall result in the reduction of bargaining unit hours. In cases where positions are abolished because of automation or systems changes, qualified affected employees shall be given consideration and orientation for openings. Orientation may include systems training of two (2) weeks or less.

ARTICLE 9

HOURS OF WORK

Section 9.1 The regular hours of work will not exceed eight (8) hours in any one day, unless the employee and Employer mutually agree otherwise in writing. In no event shall regular hours exceed ten (10) hours in any one day to be worked consecutive hours between 7:00 a.m. and 6:00 p.m. with no more than sixty (60) minutes for a lunch period. All time worked in excess of forty (40) hours per week, or eight (8) hours per day, or ten (10) hours on an alternative 4 x 10 schedule shall be compensated at time and one-half (1½) times the employee's regular rate of pay.

Section 9.2 Employees ordered to work shall receive not less than three and one-half (3½) hours' pay at the applicable rate.

Section 9.3 There shall be an established lunch period for employees working a shift of more than five (5) hours not to exceed one (1) hour. In cases of emergency, or when the Employer agrees to an employee's request, it may be shortened, but not to less than one-half (½) hour's duration. Lunch periods shall not be compensable. Employees will not be required to take their lunch period until at least three (3) hours after starting work, nor later than three (3) hours before quitting time.

Section 9.4 Daily relief periods of fifteen (15) minutes for each three and one-half (3½) hours worked shall be allowed for all employees covered by this Agreement. Relief periods are compensable.

Section 9.5 An employee who is required to work two (2) hours or more beyond the close of the regular workday or an employee who is released at the close of the regular workday and is instructed to report back to work shall be entitled to \$15 dinner money or in lieu thereof shall be furnished with dinner by the Employer.

ARTICLE 10

HEALTH AND WELFARE

Section 10.1 The Employer agrees to pay into the jointly administered Service Employees Health and Welfare Trust the total contribution rate necessary for health, welfare and vision

coverage for each employee and eligible dependents.

Section 10.2 The Employer agrees to the terms and conditions of the Agreement and Declaration of Trust under which the Trust is established and to furnish such records and other information as may be needed by the Trustees.

Section 10.3 All employees shall be covered under the Washington State Industrial Insurance Act.

Section 10.4 If, during the life of this Agreement the cost of the Service Employees Health and Welfare Trust increases, the Employer will pay the amount of the increase.

Section 10.5 The Employer agrees to purchase and maintain Long-term Disability Insurance and pay the total monthly premium for each employee covered by this Agreement. If, during the life of this Agreement, an increased contribution rate is necessary to maintain the present benefit schedule, the Employer agrees to pay the increase. Employees working less than eighty (80) hours per month need not be covered under the Long-term Disability Insurance.

Section 10.6 Effective March 1, 2001, the Employer will provide, equal to annual income, life insurance for all employees in the bargaining unit. Employees will have the option to purchase additional life insurance and this insurance may be paid by the employee through payroll deduction.

ARTICLE 11

PAYROLL DEDUCTIONS

Section 11.1 Payroll deductions shall be allowed if mutually agreed to by the employee and the Employer. Any change in payroll deductions, once started, shall be mutually agreed to by both parties.

Section 11.2 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.

Section 11.3 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 11.4 A check payable to OPEIU Local #8 Hardship Fund for the amounts deducted and a roster of all bargaining unit employees using payroll deduction for hardship fund 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.

ARTICLE 12

SALARY SCHEDULE AND BUS PASSES

Section 12.1 Effective January 1, 2024 the salary of all current employees and all contract wage categories shall be as shown below.

<u>Classification</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>	<u>5 Years</u>
Membership Records Clerk / Administrative Office Assistant	25.63	27.52	29.28	31.00	32.62	34.22
Bookkeeper	26.27	29.62	31.51	31.74	33.41	35.08
Clerk (Front Desk)	21.35	23.39	24.76	26.43	27.31	29.39
Temporary Clerk/Typist	20.33					

Section 12.1(a) There will be a wage opener only in 2024 to bargain a wage adjustment to be effective January 1, 2025.

Section 12.2 The Employer shall provide each employee covered by this Agreement the choice of a monthly transit pass not to exceed \$125.00 or a paid parking space.

Section 12.3 The Employer shall provide each employee paid training opportunities. The Employer reserves the right to determine and approve the job relativity of such training. The employees shall be allowed to attend such training on work time, unless the training is only scheduled after work hours or on a weekend.

Section 12.4 Any employee assigned to a Lead position by the Employer, shall be paid fifteen percent (15%) above the top wage scale.

ARTICLE 13

PENSIONS

Section 13.1 The Employer agrees to and shall be bound by all the terms, conditions and provisions of the Trust Agreement and any changes, additions, amendments or modifications thereto which are made by the authorized Trustees of the S.E.I.U. Affiliates' Officers and Employees Pension Fund. The Employer shall make the following contribution:

Effective January 1, 2024, an amount equal to twenty-one percent (21%) of the gross monthly compensation (excluding expenses, bonuses or overtime payments) prior to any deductions for the Office and Professional Employees Local 8 Supplemental Pension of each eligible officer and employee. Adjustments shall be made as directed

by the Board of Trustees of the S.E.I.U. Affiliates' Officers and Employees Pension Fund.

Section 13.2 Said contribution shall be made to the S.E.I.U. Affiliates' Officers and Employees Pension Fund in the manner as set forth in the Trust Agreement of said Trust. The details of such Retirement Plan established by this Trust Fund and this Trust Fund itself shall continue to be controlled and administered by a Board of Trustees as set forth in the Trust Agreement.

The contributions amounting to twenty-one percent (21%) of compensation, shall apply to employees earning \$4,000 per year or more.

Section 13.3 SALARY DIVERSION. The Employer agrees to allow employees covered under this Agreement to participate in the OPEIU Local 8 Supplemental Retirement 401k Plan. The Employer agrees to and shall be bound by all terms, conditions and provisions of the Plan Document and the Trust Agreement and any changes, additions, amendments or modifications, which are made by the Trustees of the OPEIU Local 8 Supplemental Retirement 401k Plan.

The Employer agrees to recognize pre-tax wage deferral elections made by employees covered under this Agreement and to transmit the amounts withheld from such employees' wages on a pre-tax basis as soon as the funds can be transmitted and not later than the 15th day of the following month to the depository designated by the administrator of the Plan. Employees may elect to divert any amount up to the maximum threshold set by IRS rules governing 401k plans.

The Employer agrees to provide employee information as may be needed by the administrator of the Plan including information that may be needed to complete any required IRS discrimination tests.

ARTICLE 14

NON-DISCRIMINATION

Section 14.1 The Employer agrees that he/she will not discriminate against an employee because of his or her activity as a member of the Office and Professional Employees International Union Local 8.

Section 14.2 The Union and the Employer agree not to 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, in the hiring, training, transfer, promotion, demotion, layoff or discharge of employees covered by this Agreement or the presence of any sensory, mental or physical handicap unless based on a bona fide occupational qualification reasonably necessary to the normal operation of the Employer.

Section 14.3 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 where women are

performing work of a comparable quantity and quality as that performed by men, the same rate of pay shall prevail. This provision applies only to positions in the bargaining unit.

ARTICLE 15

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 16

SUCCESSORS

In the event the Employer shall, by merger, consolidation, sale of assets, lease, franchise or by any other means, enter into agreement with another firm or individual, which, in whole or part, affects the existing bargaining unit, then such successor shall recognize the Union as the sole collective bargaining agent for all bargaining unit employees and will negotiate in good faith as required under the National Relations Act (NLRA). The Employer shall have an affirmative duty to call this Agreement to the attention of any firm or individual with which it seeks to make such an agreement as aforementioned.

ARTICLE 17

GRIEVANCE AND ARBITRATION

Section 17.1 GRIEVANCE AND ARBITRATION DEFINITION. Grievances are defined as disputes arising between the Employer and employees or between the Employer and the Union with respect to the interpretation or application of the terms of this Agreement; they shall be settled according to the procedures outline in Section 17.2.

Section 17.2 PROCEDURES TO SETTLE GRIEVANCES. All grievances shall be referred in writing and shall include:

- a) Facts upon which the grievance is based;
- b) Reference to the section or sections of the Agreement alleged to have been violated;
- c) The remedy sought.

The steps of this procedure to be as follows:

Step 1: The employee (and Shop Steward or Union Representative, if requested by the employee) shall first attempt to resolve the problem with the employee's immediate supervisor within ten (10) days of the alleged violation, except as provided above, that constitutes the grievance. The supervisor shall have seven (7) days in which to resolve the problem. All grievance settlements

arrived at before Step 1 shall be non-precedent setting for all parties concerned.

Step 2: If the problem is not resolved to the employee's satisfaction at Step 1, the employee (and Shop Steward) shall present the grievance in writing to the Employer within ten (10) days of the conclusion of Step 1 (unless time limits have been waived by mutual written agreement between both parties), but in no event later than thirty (30) calendar days from the date of the alleged violation. The Employer will reply in writing within ten (10) days following receipt of the grievance.

Step 3: If the matter is not resolved at Step 2 to the employee's satisfaction, the grievance shall be referred in writing within ten (10) days of the conclusion of Step 2 (unless time limits have been waived by mutual written agreement between both parties) to a non-binding Mediation through King County Interlocal conflict resolution group.

Step 4 – Arbitration: If the matter is not resolved at Step 3 to the employee's satisfaction, the Federal Mediation and Conciliation Service shall be jointly requested by the parties to name a panel of seven (7) arbitrators. The parties shall then choose the arbitrator by the Employer and the Union, in that order, alternately striking a name from the list until one name remains as the arbitrator chosen by the parties and empowered to arbitrate the dispute.

Section 17.3 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 decision and award shall be final and binding upon both parties to this Agreement. The fees of the arbitrator shall be borne one-half (½) by the Union and one-half (½) by the Employer party to the arbitration.

Section 17.4 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.

Section 17.5 GRIEVANCE TIME LIMITS. The time limits referred to in the grievance procedure will not be waived unless agreed to by mutual consent by the Union and the Employer. If either party fails to respond in writing within the prescribed time limits, the grievance shall be deemed settled in favor of the other party.

ARTICLE 18

NO STRIKE – NO LOCKOUT

The Union agrees that there shall be no strike, work stoppage, slowdown, boycott or picketing against the Employer during the life of this Agreement. The Employer agrees there shall be no lockout of employees during the life of this Agreement. Notwithstanding the above, it is

understood and agreed that refusal by an employee, covered by this Agreement, to go through a bona fide picket line, 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 19

CLASSIFICATION OF POSITIONS

The Employer agrees to give titles to positions which most clearly indicate the nature of the work performed and will place these positions in the same pay group of other comparable positions covered by this Agreement. The employee who feels his/her assigned work more properly falls in another or new classification that is comparable to another pay group may request of supervision that a review of the position take place. The Employer agrees to evaluate the job within thirty (30) days of the employee's request and to respond to the employee's request in writing. Disputes resulting from application of this Section of the Agreement are subject to the grievance procedure.

ARTICLE 20

FULL AGREEMENT

SEIU6 Property Services NW and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter whether or not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

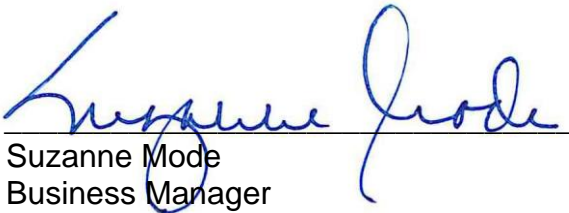
ARTICLE 21

TERMINATION AND RENEWAL


Section 21.1 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 cannot be deemed to be in violation of any provision of this Agreement, any other provision to the contrary notwithstanding.

EXECUTED at Seattle, Washington this 20th day of June 2024.

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

By 
Suzanne Mode
Business Manager

SEIU6 PROPERTY SERVICES NW

By 
Zenia Javalera
President

By *Ambar Arellano*
Ambar Arellano
Negotiating Committee

By *Erica Kelsey*
Erica Kelsey
Negotiating Committee

EXHIBIT “A”



Office and Professional
 Employees International Union
 Local 8
 AFL-CIO

2900 Eastlake Ave E Ste 220
 Seattle, WA 98102

1-800-600-2433
 1-206-441-8880
 Fax: 206-441-0207

www.opeiu8.org



Find us on Facebook
 www.facebook.com/OPEIUlocal8

Please print clearly (Por favor imprima claramente)

OPEIU Local 8 Membership Application

I, the undersigned, designate Office and Professional Employees International Union, Local 8, as my chosen and authorized collective bargaining representative on matters relating to wages, hours, and other conditions of my employment.
 Yo, el abajo firmante, designo a la Unión Internacional de Empleados Profesionales y de Oficina (OPEIU), Local 8, como mi elegido y representante autorizado de negociación colectiva en materia de salarios, horas y otras condiciones de mi trabajo.

Last Name (Apellido)	First Name (Nombre)	Initial (Inicial)	Date Employed ____ / ____ / ____ (Fecha de comienzo de empleo)
Street Name and Number (Nombre de calle y número)			
City (Ciudad)	State (Estado)	Zip (Codigo postal)	Employment Status: (Estatus de empleo) <input type="checkbox"/> Full Time (Tiempo completo) <input type="checkbox"/> Part Time (Medio tiempo) <input type="checkbox"/> On Call (de guardia)
Home Phone (Teléfono casa)	*Cell Phone (Teléfono celular)		
Home Email Address (Dirección de correo electrónico doméstica)			
Birthdate [month/day/year] (Fecha de nacimiento [mes/día/año])			
Employer (Empleador)			

* By providing my cell phone number, I understand that OPEIU and its affiliates may use automated calling technologies and/or text message me on my cell phone on a periodic basis. Carrier message and data rates may apply to such texts.
 *El proporcionar mi número de teléfono celular yo entiendo que OPEIU y sus afiliados pueden usar tecnología automatizada para llamar y/o mandarme mensajes de texto a mi teléfono celular en base periódica. Cargos de mensajes y datos pueden aplicar.

Welcome to Office and Professional Employees International Union Local No. 8, the labor union that represents bargaining unit employees at your place of work.
Bienvenido a Office and Professional Employees International Union Local 8, la unión obrera que representa a los empleados en su lugar de trabajo.

The wages and benefits you receive are the result of your Union's efforts in contract negotiations throughout the years. We urge you to review your Union Contract and contact Local 8's office, 206-441-8880 or 800-600-2433 or opeiu8@opeiu8.org, if you have any questions. Your Contract is also available online at www.opeiu8.org. It contains many important written protections of your job, your wages and your benefits.

Los salarios y beneficios que recibe son el resultado de los esfuerzos de su Unión en las negociaciones del contrato a lo largo de los años. Les instamos a revisar su contrato sindical y en contactar con la Oficina Local 8, 206-441-8880 or 800-600-2433 o opeiu8@opeiu8.org, si usted tiene alguna pregunta. Su contrato también está disponible al www.opeiu8.org. Contiene muchas importantes protecciones sobre su trabajo, su salario y sus beneficios por escrito.

PAYROLL DEDUCTION AUTHORIZATION
(Autorización de Deducción de Nómina)

Upon receipt of this authorization, I hereby request and authorize my Employer to deduct from my wages or salary and to transmit to OPEIU Local 8, AFL-CIO the authorized initiation fees and monthly dues or fees as certified in writing by the Union. If, for any reason, a deduction is omitted, authorization is hereby requested and granted for an additional deduction to be remitted the following month to: **OPEIU LOCAL 8, AFL-CIO, 2900 EASTLAKE AVE E STE 220, SEATTLE, WA 98102-3012**

Al recibo de la presente autorización, yo solicito y autorizo a mi empleador para deducir de mi sueldo y remitir a OPEIU Local 8, AFL-CIO la iniciación autorizada y cuotas mensuales como dicho por escrito por la Unión. Si, por cualquier razón, una deducción se omite, esta autorización se extiende para que la cuota sea deducida y remitida el mes siguiente a: **OPEIU LOCAL 8, AFL-CIO, 2900 EASTLAKE AVE E STE 220, SEATTLE, WA 98102-3012**

Union dues are not deductible as charitable contributions for federal income tax purposes. Las cuotas de la unión no son deducibles como contribuciones caritativas para propósitos de impuesto federales.

Signature: _____ **Date:** _____
 (Firma) (Fecha)

Print Name: _____
 (Imprima su nombre)



psieif# 1239/afl-cio

WELCOME