# Office and Professional Employees International Union 2800 First Avenue, Room 304 · Seattle, WA 98121 · (206) 441-8880 · 1-800-600-2433

# **COLLECTIVE BARGAINING AGREEMENT**

#### **BETWEEN**

# **PUBLIC SAFETY EMPLOYEES UNION 519**

# AND

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

FOR THE PERIOD OF

JANUARY 1, 2015 THROUGH DECEMBER 31, 2025

# TABLE OF CONTENTS

<u>!</u>	PAGE
Arbitration	. 11
Automation	. 7
Duration	. 12
Health and Welfare	. 9
Hiring and Termination	. 2
Holidays	. 3
Hours of Work	. 7
Job Classifications and Wages	. 10
Leave	. 4
Non-Discrimination	. 10
Payroll Deductions	. 10
Pensions	. 10
Picket Lines	. 12
Preamble	. 1
Recognition of the Union	. 1
Regular and Part-time Employees	6
Seniority	3
Separability	11
Successor	11
Union Security	1
Vacation	8

#### COLLECTIVE BARGAINING AGREEMENT

#### PUBLIC SAFETY EMPLOYEES UNION 519

THIS AGREEMENT is made and entered into at Seattle, Washington, by and between PUBLIC SAFETY EMPLOYEES LOCAL NO. 519, hereinafter referred to as the EMPLOYER and OFFICE AND PROFESSIONAL EMPLOYEES 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

<u>Section 1.1</u> 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 unit herein established and described as follows: All office employees employed by the Employer, excluding elected officers, elected or hired business representatives, staff assistants and organizers and supervisors, as defined by the Act.

<u>Section 1.2 UNION LABEL</u> All correspondence of any type sent out of any office under this Agreement shall bear the Union label of the Office and Professional Employees Local No. 8, except that letters written by the Business Agents and/or Executive Officers of the Employer need not bear this label.

#### **ARTICLE 2**

#### UNION SECURITY

<u>Section 2.1</u> 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.

<u>Section 2.2</u> 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 remain members of the Union in good standing.

- <u>Section 2.3</u> No present employee, who, prior to the date of this Agreement, was receiving more than the rate of wages, or vacations designated in this Agreement, for the class of work in which he/she was engaged, shall suffer a reduction in the rate of wages or vacations from the application of this Agreement.
- <u>Section 2.4</u> The Business 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 Business Representative will first make his/her presence known to the Employer.
- <u>Section 2.5</u> The Employer shall recognize the Office Steward who shows authority from the Union, as a duly accredited Union representative who, upon notifying his or her designated supervisor or officer, may investigate all complaints.

#### **ARTICLE 3**

#### HIRING AND TERMINATION

- <u>Section 3.1</u> In employing new workers or replacing workers, the Employer may place an order with the Union stating what the work will consist of, so the Union will be able to furnish the most competent help available.
- <u>Section 3.2</u> It is agreed that the Employer will pay charges incident to the hiring of employees which are incurred due to the requirement of the Employer as follows: Medical examinations and bonding. The Employer agrees not to use employment agencies where fees are required.
- <u>Section 3.3</u> It is further agreed that the Employer has the final choice as to whom he/she hires and shall notify the Union within seventy-two (72) hours of hire of a new employee, Saturday, Sunday and holidays excepted. The Employer shall notify the Union in writing within seventy-two (72) hours after a new employee is put to work, giving the employee's name, address, social security number, classification, rate of pay and the date he/she was put to work.
- <u>Section 3.4</u> Regular full-time and regular part-time employees shall be hired on a probationary period for the first thirty (30) calendar days. Termination or discipline during this period will not be subject to review by the Union.
- <u>Section 3.5</u> No employee shall be disciplined or discharged except for just cause. Upon termination, an employee, upon request, shall receive written notice from the Employer or his/her agents stating the true cause of termination.
- Section 3.6 Termination notice or pay in lieu thereof shall be as follows:

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

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

<u>Section 3.7</u> In offices employing more than one employee, notice of all job vacancies for jobs shall be posted on all bulletin boards of the Employer. This notice will remain on the bulletin board for three (3) working days and shall include job title, labor grade, and brief description of job duties including minimum qualifications and necessary skills. Only those employees who make application during the three (3) day period will be considered for the job.

<u>Section 3.8</u> If the Employer increases working hours, regular part-time employees shall be offered the additional hours of work before the Employer hires any new employees.

#### **ARTICLE 4**

#### **SENIORITY**

<u>Section 4.1</u> Seniority shall be calculated from the last date of hire. Where ability is equal, 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 rehire, the employee must contact the Employer's office, once a month, making themselves available for work.

<u>Section 4.2</u> 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. He/she shall rehire the last employee laid off; providing, however, that such employee has the qualifications for the position for which he/she is rehiring. Under no circumstances shall the Employer hire 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

<u>Section 5.1</u> The following days are designated as paid holidays:

New Year's Day Lincoln's Birthday Washington's Birthday Memorial Day Independence Day First day of January Twelfth day of February Third Monday of February Last Monday of May Fourth day of July

# COLLECTIVE BARGAINING AGREEMENT OPEIU LOCAL 8 – PUBLIC SAFETY EMPLOYEES UNION 519

Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day
Employee's Birthday

First Monday of September Eleventh day of November Fourth Thursday of November Fourth Friday of November Twenty-fourth day of December Twenty-fifth day of December Per notice

The employee must notify the Employer of their birthday as soon as practical after the contract is signed. A new employee must be in the employ of the Employer for sixty (60) days before becoming eligible for the Birthday Holiday. If a birthday falls on a Saturday or Sunday, it shall become the Employer's option to pay the straight-time hourly rate times seven or give the employee a day off in lieu of as agreed to between the employee and the Employer.

<u>Section 5.2</u> Employees required to report for work on a holiday recognized in this Agreement shall receive a minimum of seven (7) hours pay in addition to overtime pay.

<u>Section 5.3</u> 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.

<u>Section 5.4</u> In the event a holiday honored under this Agreement falls during an employee's vacation, such employee shall receive an additional day's vacation or pay in lieu thereof.

<u>Section 5.5</u> A regular part-time employee shall be paid for a holiday at the regular scale if the holiday falls within his/her time regularly employed each week or month, and shall receive as holiday pay the amount normally paid.

#### **ARTICLE 6**

#### **LEAVE**

<u>Section 6.1 ACCRUAL</u>. Regular full-time employees and regular part-time employees who receive vacation and sick leave shall accrue sick leave benefits at the rate of 0.04616 hours for each hour in pay status exclusive of overtime up to a maximum of eight (8) hours per month; except that sick leave shall not begin to accrue until the first of the month following the month in which the employee commenced employment. The employee is not entitled to sick leave if not previously earned.

<u>Section 6.2</u> Sick leave may be used for medical, dental, eye, ear, nose and throat care purposes. Such purposes include, but are not limited to, all appointments and examinations, illnesses, convalescence and surgery of the employee, except as otherwise provided in this Article.

<u>Section 6.3(a)</u> Upon termination, an employee shall be paid for thirty-five percent (35%) of his or her unused sick leave accumulation.

Section 6.3(b) In January of each calendar year, employee sick leave usage will be reviewed. Regular full-time and regular part-time employees who have used sixteen (16) or less hours of sick leave in the preceding calendar year shall be rewarded by having sixteen (16) additional hours credited to their vacation account. Employees who have used more than sixteen (16) but less than thirty-three (33) sick leave hours shall have eight (8) additional hours credited to their vacation account. The additional vacation credits specified herein shall not affect accrued sick leave amounts.

#### Section 6.4 BEREAVEMENT/FAMILY CARE LEAVE.

<u>Section 6.4(a)</u> Regular full-time and/or part-time employees shall be entitled to three (3) days of bereavement leave a year due to death of a member of the employee's immediate family.

<u>Section 6.4(b)</u> Regular full-time and/or part-time employees who have exhausted their bereavement leave, shall be entitled to use sick leave in the amount of three (3) days for each instance when death occurs to a member of the employee's immediate family.

Section 6.4(c) Regular full-time and/or part-time employees shall be entitled to three (3) sick leave days of absence from the job, per occurrence, to care for immediate family members who are ill. No more than six (6) days of sick leave may be used for this purpose per calendar year. Written verification for family care sick leave may be requested by the Employer. If requested, this verification will include: (1) nature and severity of illness or injury; (2) relationship of immediate family member; and (3) a statement indicating that no other person is available and/or capable of providing care for the ill or injured family member. In addition, family care sick leave shall be approved for accompanying or transporting immediate family members to and from a hospital or to medical or dental appointments, providing the immediate family member is a minor child, is infirm, or cannot reasonably get to and from the appointment without the employee's aid. Up to one (1) day's absence may be authorized for a male employee to be at the hospital on the day of the birth of his child.

<u>Section 6.4(d)</u> In cases of family care where no sick leave benefit exists, the employee may be granted leave without pay.

<u>Section 6.4(e)</u> In the application in any of the foregoing provisions, when a holiday or regular day off falls within the prescribed period of absence, it shall not be charged against sick leave accrual.

<u>Section 6.4(f)</u> Immediate family is construed to mean persons related to an employee as follows: Grandmother, grandfather, mother, father, husband, wife, son, daughter, legally adopted child, brother, sister, grandchild, and any persons for whose financial or physical care the employee is principally responsible. For purposes of bereavement leave, the immediate family shall include stepparents, mother-in-law and father-in-law.

<u>Section 6.5</u> Employees shall be granted extended leaves of absence without pay not to exceed one year beyond the accumulation of paid sick leave for the following reasons, such as serious illness, accident or pregnancy. An employee on leave of absence for six (6) months or less shall be returned to his or her former position or a comparable position at the employee's

former rate of pay including intervening contractual increases. Such leaves of absence may be extended by the Employer on a monthly basis. The continuous service and seniority status of an employee shall not be affected or interrupted as a result of leaves of absence described in this Article; provided that, seniority shall not accrue during such leaves of absence.

Section 6.6 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 seven (7) hours per day and thirty-five (35) hours per week; 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/her to report to his/her place of work and work at least one-half (1/2) of his/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.

<u>Section 6.7</u> A leave of absence without pay shall be granted upon request of an employee on the active payroll, in case he or she is appointed or selected to a full-time Union position for the period of time necessary to fill such position. If the leave was granted to accept a full-time position with the Union, reinstatement will be made to a job in his or her former pay grade which he or she is competent to perform providing an appropriate job opening exists. The employee shall accumulate and increase his or her seniority.

<u>Section 6.8 COURT WITNESS LEAVE</u>. The Employer agrees to allow up to two (2) days time off with pay per year to an employee who is subpoenaed to testify in a legal proceeding, provided the employee is not the party who initiated the legal action.

Section 6.9 The Employer agrees to voluntarily comply with the Family/Medical Leave Act.

#### **ARTICLE 7**

#### REGULAR AND PART-TIME EMPLOYEES

<u>Section 7.1</u> A regular employee is an employee who has been in the employ of the Employer full-time for a period of over thirty (30) calendar days and shall be entitled to full benefits under the terms of the Agreement accrued from the date of employment.

<u>Section 7.2</u> 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 in the employ of the Employer for over thirty (30) calendar days. Such employee shall be granted all fringe benefits on the same basis as a regular full-time employee prorated to the number of hours worked per month, except as otherwise provided in this Agreement. Regular part-time employees who work less than seventy (70) hours per month shall not be entitled to the medical coverage and benefits specified in Article 11, Section 11.1 of this Agreement.

#### **ARTICLE 8**

# **AUTOMATION**

- <u>Section 8.1</u> In cases where positions are abolished because of automation or system changes, all possible consideration will be given to transferring employees to comparable jobs in employment. Also every consideration will be given to training present employees to operate any new equipment installed as a result of these changes.
- <u>Section 8.2</u> In the event of proposed technological changes, such as the introduction of data processing equipment or computers, any new jobs created 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.
- <u>Section 8.3</u> 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, if such training is provided in the Seattle area and/or area of employment, 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.
- <u>Section 8.4</u> The Employer agrees to comply with State and Federal laws which regulate working conditions for employees performing repetitious work.

#### **ARTICLE 9**

# **HOURS OF WORK**

- Section 9.1 The regular hours of work shall not exceed seven (7) hours in any one day to be worked within eight (8) hours between 8:00 a.m. and 5:30 p.m., nor more than thirty-five (35) hours in any one week. All time worked in excess of regular working hours and all time worked on Saturday and Sunday and/or after the end of the employee's regular shift, shall be paid for at twice the actual rate of said employee's pay.
- Section 9.2 An employee ordered to report to work shall receive a minimum of three-and-one-half (3½) hour's pay at the regular rate. Employees called back to work shall receive a minimum of three-and one-half (½) hours pay at double the regular rate.
- <u>Section 9.3</u> 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 \$6 dinner money or in lieu thereof shall be furnished with dinner by the Employer.
- <u>Section 9.4</u> The established lunch period shall not exceed one hour. In cases of emergency, it may be shortened, but not to less than one-half hour's duration. Lunch periods shall not be compensable. Employees will not be required to take their lunch period until at least three

hours after starting work, nor later than three hours before quitting time.

<u>Section 9.5</u> Daily relief periods of fifteen (15) minutes each shall be allowed morning and afternoon, for all employees covered by this Agreement. Relief periods are compensable.

<u>Section 9.6</u> In offices employing more than one employee, overtime shall be distributed as equally as practicable among employees qualified to perform the work.

#### **ARTICLE 10**

#### <u>VACATIONS</u>

<u>Section 10.1 ACCRUAL - 40 HOUR EMPLOYEES</u>. Regular full-time employees working forty (40) hours per week shall receive vacation benefits as indicated in the following table:

# Full Years of Service Maximum Annual Leave in Days

Upon hire through end of year 5	Twelve days
Upon beginning of year 6	Fifteen days
Upon beginning of year 9	Sixteen days
Upon beginning of year 11	Twenty days
Upon beginning of year 17	Twenty-one days
Upon beginning of year 18	Twenty-two days
Upon beginning of year 19	Twenty-three days
Upon beginning of year 20	Twenty-four days
Upon beginning of year 21	Twenty-five days
Upon beginning of year 22	Twenty-six days
Upon beginning of year 23	Twenty-seven days
Upon beginning of year 24	Twenty-eight days
Upon beginning of year 25	Twenty-nine days
Upon beginning of year 26 and beyond	Thirty days

<u>Section 10.1(a) ACCRUAL - 35 HOUR EMPLOYEE</u>. Regular employees working less than forty (40) hours per week shall receive prorated vacation benefits.

<u>Section 10.2</u> Vacations shall be taken at a time mutually agreeable to the Employer and employee. Employees may receive cash in lieu of time off if the employee makes the request and the Employer agrees. Upon termination, prorated vacation shall be paid.

<u>Section 10.3</u> The Employer shall make available the vacation schedule by April 1st of each year.

<u>Section 10.4</u> Senior employees shall be given preference in the selection of vacation periods. An employee who splits their vacation may exercise their seniority rights for the initial vacation period; however, subsequent selection shall be made after all employees have made their initial selection.

<u>Section 10.5</u> Vacation pay shall be paid in advance of the employee's vacation if requested by the employee.

<u>Section 10.6 MAXIMUM PAYMENT UPON TERMINATION</u>. Upon termination for any reason, the employee will be paid for unused vacation credits up to a maximum allowable accumulated vacation.

<u>Section 10.7 EXCESS VACATION</u>. All employees may continue to accrue additional vacation beyond the maximum specified herein if, as a result of cyclical workloads or work assignments, accrued vacation will be lost. Employees who leave Union employment for any reason will be paid for their unused vacation up to a maximum specified herein, i.e., 480 hours.

#### **ARTICLE 11**

#### **HEALTH AND WELFARE**

Section 11.1 The Employer agrees to make monthly contributions into the jointly administered Puget Sound Benefits Trust or such other Health and Welfare Plan as may be mutually agreed upon by the Employer and the Union, for each employee from January 1, 2015 to December 31, 2020. Eligible employees will receive Medical (the Preferred Provider Option (PPO) Medical Plan with a \$150 deductible), Dental, Life and Accidental Death and Dismemberment Coverage, Short-Term Disability, Long-Term Disability and Vision benefits. Employer Trustees on the Health and Welfare program shall be selected from participating Employers. In the event the Trustees, during the term of this Agreement, certify that an increased contribution rate is necessary to maintain the present benefit schedule or for the Employer to continue participation in said Plan, the Employer agrees to maintain the level of benefits in effect January 1, 2015 for duration of the Agreement.

<u>Section 11.2</u> The Employer agrees to the terms and conditions of the Agreement and Declaration of Trust under which the Security Fund is established and to furnish such records and other information as may be needed by the Trustees. Employees working less than eighty (80) hours per month are not entitled to the medical coverage/benefits specified in Section 11.1 of this Article.

<u>Section 11.3</u> All employees shall be covered under the Washington State Industrial Insurance Act.

Section 11.4 As of January 1, 2015, and each month thereafter, the Employer agrees to pay into the jointly administered Puget Sound Benefits Trust or such other Dental Plan as may be mutually agreed upon by the Employer and the Union, monthly contributions for each regular full-time and each part-time employee covered by this Agreement. In the event the Trustees, during the term of this Agreement, certify that an increased contribution rate is necessary to maintain the present benefit schedule of the Plan, the Employer agrees to maintain the level of benefits in effect January 1, 2015 for the duration of the Agreement.

#### **ARTICLE 12**

#### PAYROLL DEDUCTIONS

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

#### **ARTICLE 13**

#### JOB CLASSIFICATIONS AND WAGES

Section 13.1 Employees shall be classified as follows:

Administrative Aide - Stenography, cashier, office machine operator, typing, receptionist, filing and general clerical functions.

Administrative Assistant - Includes all functions of the Aide classification plus bookkeeping, research and supervision.

Section 13.2 Effective January 1, 2015, January 1, 2016, January 1, 2017, January 1, 2018, January 1, 2019, and January 1, 2020, all employees shall receive a wage increase. These increases shall be the same as what the Employer has negotiated for the Non-Commissioned Personnel - King County Department of Public Health, Department of Adult Detention, Department of Community and Human Services, and the Sheriff's Office.

#### **ARTICLE 14**

#### PENSIONS

Effective January 1, 2015 and for the duration of the Agreement, the Employer agrees to and shall be bound by the terms, conditions and provisions of the Simplied Employee Pension (SEP) Plan.

#### **ARTICLE 15**

#### NON-DISCRIMINATION

- <u>Section 15.1</u> The Employer agrees that he/she will not discriminate against an employee because of his/her activity as a member of the Office and Professional Employees International Union Local No. 8.
- <u>Section 15.2</u> Neither the Union nor the Company in carrying out their obligations under this Agreement shall discriminate in matters of hiring, training, promotion, transfer, layoff, discharge or otherwise because of race, color, creed, national origin, sex or age.
- <u>Section 15.3</u> 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 applies only to positions in the bargaining unit.

#### **ARTICLE 16**

#### **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 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**

#### ARBITRATION

Section 18.1 It is also agreed that should any controversies arise between the parties to this Agreement as to its interpretation or application or as to any matters related to wages, hours and working conditions as provided for in this Agreement. The same will be taken up in person, between Local 8's Business Representative and a Representative of the Employer. In the event these two are unable to agree, the same shall be referred to a committee of one (1) representative to be immediately named by the Employer involved and one (1) to be named by the Union. Should these two be unable to agree within a period of seven (7) days, they shall immediately select a disinterested third party to serve with them as a Board of Arbitration, said Board within seven (7) days to render a decision that shall be final and binding. During such proceedings there shall be no cessation of work.

Section 18.2 In the event the committee cannot agree upon the selection of an arbitrator within fifteen (15) days from the date of referral of the controversy to the committee, the arbitrator shall be selected in the following manner: 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 18.3 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/her decision and award shall be final and binding upon both parties to this Agreement. The fees of the arbitrator shall be borne one-half ( $\frac{1}{2}$ ) by the Union and one-half ( $\frac{1}{2}$ ) by the Employer party to the arbitration.

<u>Section 18.4</u> 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.

<u>Section 18.5</u> In the event either party fails to deliver to the other, a signed Agreement, in writing, to submit any question to arbitration within 96 hours after receipt of a request from the other to submit such question to arbitration, such party shall, notwithstanding any other provisions of this Agreement, have the right to strike, take economic or other appropriate action. By exercising its rights under this Section, neither party shall be deemed to have waived its right to proceed in the courts to compel the other to submit to arbitration.

<u>Section 18.6</u> Employees covered by this Agreement must go through the procedure set forth herein before going to any outside source or their right for arbitration will be forfeited.

#### **ARTICLE 19**

# **PICKET LINES**

It is further 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 20**

#### **DURATION**

This Agreement and each of its provisions shall become effective January 1, 2015 and shall continue in full force and effect until midnight December 31, 2020. This Agreement shall continue in full force and effect from year to year after December 31, 2020 unless either party give notice, in writing, at least sixty (60) days prior to any expiration or modification date of its desire to terminate or modify the Agreement. In the event the Union serves written notice in accordance with this Article, 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 contrary provisions notwithstanding.

# COLLECTIVE BARGAINING AGREEMENT OPEIU LOCAL 8 – PUBLIC SAFETY EMPLOYEES UNION 519

EXECUTED at Seattle, Washington this	_ day of December 2014.
OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL NO. 8, AFL-CIO	PUBLIC SAFETY EMPLOYEES UNION 519
By Benita Hyder Union Representative	By Julie Harris President
By Luxulue Gode	By Jaka A Tredenik
Suzanne Mode Business Manager	Dustin Frederick Business Manager

p\contract\proofed\public safety 519 2015-2020.doc opeiu#23afl-cio

#### **OPEIU LOCAL 8/ PUBLIC SAFETY EMPLOYEES UNION 519**

#### **CONTRACT EXTENSION**

The Employer, Public Safety Employees Union 519, and the Union, Office and Professional Employees International Union Local No. 8, hereby agree to extend all terms and conditions of the January 1, 2015 – December 31, 2020 Collective Bargaining Agreement between the parties through December 31, 2025.

WHEREAS the parties have a mutual interest in extending the current CBA through December 31, 2025.

NOW THEREFORE, the parties have agreed to the following:

<u>Section 13.2</u> Effective January 1, 2021, January 1, 2022, January 1, 2023, January 1, 2024, and January 1, 2025, all employees shall receive a wage increase. These increases shall be the same as what the Employer has negotiated for the Non-Commissioned Personnel-King County Department of Adult Detention, Department of Community and Human Services, Department of Judicial Administration and the Sheriff's Office.

FOR THE UNION:

By Jan 1.	By Ida Koraine	
Dustin Frederick Business Manager	lda Kovacic Union Representative	
Date: February 3, 2021	Date: February 1, 2021	

s:employer/PSEU/PSEU519 ext thru 12.31.25.doc psiel#1239/afl-cio

FOR THE EMPLOYER: