



**2021 - 2022**

**COLLECTIVE BARGAINING AGREEMENT  
BY AND BETWEEN**

**PACIFIC NORTHWEST STAFF UNION**

**AND**

**WORKING WASHINGTON – FAIR WORK CENTER**

**EFFECTIVE**

**May 14, 2021 THROUGH DECEMBER 31, 2022**

**FAIR WORK  
CENTER**



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## PREAMBLE

THIS AGREEMENT is entered into by and between Working Washington – Fair Work Center (herein Employer) and the Pacific Northwest Staff Union (herein Union or PNWSU). The purpose of this Agreement is to set forth the parties’ understandings with regard to wages, hours, and working conditions.

The Employer and the Union agree that the Employer’s mission is as follows:

### WHO WE ARE

We are workers, united across different industries to improve our working conditions and our lives. We are coming together as a multiracial community of working people, including immigrants, women, people with disabilities, and LGBTQ+ workers.

### WHAT WE DO

We build power through education, organizing, and enforcement. We work to raise and uphold standards in the workplace. And we fight for economic and racial justice in our communities. Here’s how:

**EDUCATION** – We learn together about our rights as workers, and we develop the tools to exercise our rights and make them real.

**ORGANIZING** – We organize, speak out, and take action to win changes in our workplaces and our lives. Together, we transform industry practices, change laws, and shift norms around the value of work.

**ENFORCEMENT** – We hold employers accountable to workplace laws and standards through legal services, and we use the law creatively to help build our movement.

### WHY WE DO IT

We see a future where all jobs are good jobs, and where all workers are respected and thrive in our workplaces and our communities.

### WE BELIEVE

- All workers deserve respect.
- Organizing together is how we build our power.
- Our economy thrives when workers thrive because workers are the driving force behind our economy – not the stock market or investors or technology.
- As workers, we are the experts in our own lives, and we should be leading the work to identify and solve the issues we face.
- Every worker deserves to know our rights at work and have the ability to exercise those rights; and no worker should be retaliated against for standing up for our rights at work.
- We must fight for racial justice and economic justice. We cannot have one without the other.
- Our political and economic systems must be transformed to center the needs of working-class and poor people.

The vision and objective of PNWSU is:

We believe that having a powerful and independent organization of labor movement staff is essential for rebuilding the labor movement and fighting for social and economic justice. We do

this through developing strong contracts, empowering staff to advocate for themselves and practicing robust union democracy that leads to career sustainability in a changing world. We succeed by organizing ourselves around member-driven advocacy and professional development, sharing of resources, and localized chapter decision making.

The object of this organization shall be to organize all workers within its jurisdiction; to achieve for its members fair wages, hours and working conditions, together with active participation in the policies and operations of their workplace; to promote recognition and respect for the values of its members' work; and to follow democratic principles.

The Parties therefore agree the intent of this Agreement is that the Employer and the Union shall cooperate with one another in our ongoing struggle to build a workers movement. Further, the Parties agree that it is our mutual aim to act at all times in such a manner as to treat all staff with dignity and respect.

## **ARTICLE 1 RECOGNITION**

- 1.1. **Bargaining Unit:** The Employer recognizes the PNWSU as the sole and exclusive bargaining representative for all regular permanent and temporary employees of the Employer, excluding supervisors, managers, confidential employees – defined as confidential within the meaning of the National Labor Relations Act “NLRA” – as well as consultants and contractors.
- 1.2. **New Classifications:** The Employer shall notify the Union of its intention to create new job classifications prior to the proposed start date of such new classifications. The Employer and the Union shall discuss the inclusion/exclusion of new job classifications in the bargaining unit, except for classifications and positions excluded under the terms of section 1.1 Bargaining Unit (above). Any disagreement in bargaining unit determination shall be resolved by the National Labor Relations Board (NLRB), or in another mutually agreed venue.

## **ARTICLE 2 UNION MEMBERSHIP/DUES DEDUCTION**

- 2.1. **Membership:**
  - 2.1.1. It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members on the effective date of this Agreement shall, on or before the thirty-first (31st) day following the effective date of this Agreement, become and remain members in good standing in the Union.

It shall also be a condition of employment that all employees covered by this Agreement who are hired after its effective date shall, not later than the thirty-first (31st) day

following the beginning of such employment, become and remain members in good standing in the Union. All of the foregoing provisions shall be implemented in accordance with, and consistent with, applicable federal and state laws.

**2.1.2. Fair Share Dissenter:** The parties recognize that an employee will have the option of declining to participate as a member in the Union yet contribute financially to the activities of the Union in representing such employee as a member of the bargaining unit. Therefore, as an alternative to and in lieu of the membership requirements of the previous section (section 1 of this Article), an employee who declines membership in the Union shall pay to the Union each month a representation fee in an amount identified by the Union, but which shall not be higher than full membership dues. The representation fee shall be collected by the Employer in the same manner as monthly membership dues.

**2.1.3. Religious Objector:** A bargaining unit employee who demonstrates a bona fide religious belief or tenet as determined by the established application and determination procedures of the Union, consistent with applicable state and federal statute, rules and regulations, and such employee is prohibited from becoming a member of the Union by such belief, such employee shall pay to the Union each month an amount of money equivalent to such regular current union dues to the Union, who shall then transmit that amount to a non-religious charity of the employee's choice from a list of non-religious based charities provided by the Union. Receipt of such transmittal to the charity organization shall be provided to the employee on an annual basis.

**2.2. Maintenance of Membership:** Employees who are required hereunder to maintain membership in the Union and pay union dues, or maintain non-member status and pay representation fees, and fail to do so shall, upon notice of such fact in writing from the Union to the Employer, be terminated thirty (30) days after receipt of said written notice to the Employer.

**2.3. Deductions:**

**Dues and Fees:** The Employer shall deduct dues and fees from the pay of any employee who the Union notifies the Employer has authorized such deductions in writing.

**Verification of Authorization to Deduct:** Upon request for verification, payroll deduction authorization cards shall be submitted to the Employer from the Union showing the authorization for deduction and the employee's signature.

**Remittance List:** The Employer will provide each month, a list of employees whose dues and any fees have been so deducted. The list will include the first, middle, and last name, employee identification number, gross pay in which the dues/fees are based, and the amount of the dues/fees. The Employer shall provide the remittance list in excel format.

**Change in Status Notification:** The Employer shall notify the Union of any change in an employee's employment status, the Employer will provide the Union a copy of the Change Employment Status Form.



- 2.4. **Hold Harmless:** The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits that arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article.
- 2.5. **Bargaining Unit Roster:** The Employer shall, on the first of each month provide the Union a list of all employees covered by this Agreement. This list shall include names, addresses, cell phone numbers provided to the Employer, email addresses provided to the Employer, hire dates, pay step, gross earnings (year to date), rates of pay for each employee, actual hours paid during the month. Each month the Employer shall also send a list of new hires, rehires, employees on leave of absence and terminations (including resignations and retirements).
- 2.6. **Union Orientation:** Designated leaders of the Union shall have a minimum of thirty (30) minutes to meet on the job and on the clock with newly hired employees. Bargaining unit employees assigned by the union shall be released with pay inclusive of travel time, if necessary, for meeting with the new employee.

### **ARTICLE 3 UNION REPRESENTATION**

- 3.1. **Officers/Stewards:** The Employer agrees to recognize union designated stewards ~~or~~ and representatives of the Union. The Employer also agrees to recognize stewards from the other PNWSU bargaining units. The recognized stewards or representatives will be allowed a reasonable amount of time during working hours for purposes of investigation of grievances and processing of grievances providing such work does not interfere with or delay the performance of any work of the Local. This provision shall not apply to time spent in preparation for arbitrations. The Union shall provide the Employer with the names of these stewards or representatives at least one (1) day prior to the effective date of each new appointment or change in the appointment of stewards or representatives. Elected stewards of the Union are immune to discipline while acting clearly in the scope of their union dues.
- 3.2. **Distribution of the Agreement:** The Employer shall distribute a copy of this Agreement to all current and newly hired employees covered by this Agreement, including alternative language versions of the Agreement for staff whose primary language is not English (*in the employee's primary language*). The Employer will pay for all costs of reproducing the Agreement.
- 3.3. **Facilities/Meeting:** The Union may be allowed to use the Employer's facilities to hold meetings with prior approval of the Executive Director or designee. The Union shall not hold meetings during paid work time. Use of office equipment of any Employer facility for PNWSU business shall only be done with prior approval from the Employer.

### **ARTICLE 4 EXEMPT AND NON-EXEMPT EMPLOYEES**

- 4.1. **Full-Time Non-Exempt Employee:** Exempt or non-exempt in this document refers to exemption of overtime. A full-time nonexempt employee is an hourly employee who regularly works forty (40) hours a week.

- 4.2. **Part-Time Non-Exempt Employee:** A part-time non-exempt employee is an hourly employee who regularly works fewer than forty (40) hours per week. Part-time employees shall earn prorated vacation, holiday, sick leave benefits, and shall have the option of purchasing the health, dental, vision, and life insurance policies offered by the Employer on a prorated basis, with the share of the Employer contribution corresponding to the percentage of full time status for each such employee. Part-time non-exempt employees working a minimum of thirty (30) hours per week shall receive the same health, dental, vision, and life insurance policies offered to fulltime non-exempt employees.
- 4.3. **Exempt Employee:** Exempt employees, including salaried program staff are not eligible for overtime pay. The Employer will establish a workload standard that averages forty (40) hours of work per week for full-time employees.

Part-time exempt employees will be compensated at a ratio of twenty percent (20%) of full-time salary for each staff-day worked within a five (5) day week. However, it is understood that evenings and weekend work are part of the job. Part-time exempt employees shall receive prorated vacation holiday, and sick leave benefits, and shall have the option of purchasing into the health, dental, vision, and life insurance policies offered by the Employer on a prorated basis, with the share of the Employer contribution corresponding to the percentage of full-time status for each such employee, calculated in twenty percent (20%) increments.

- 4.4. **Temporary Employee:** There are three types of Temporary Employee:

**Type 1 - Time-limited Temporary:** A time-limited temporary employee is any person employed for a specific project or projects, not to exceed six (6) months. If a temporary employee works beyond six (6) months, that employee will automatically become permanent, unless temporary status is extended by mutual agreement of the employee, the Employer, and the union.

Time-limited Temporary employees in a bargaining unit position will be covered fully by all contract provisions, except that temporary employees shall not enjoy seniority rights throughout the term of their temporary employment.

**Type 2 - Leave Replacement:** A leave replacement temporary employee is any person employed for the sole purpose of providing cover for an employee on extended leave from the Employer, regardless of the reason for the leave. Leave replacement employees may maintain temporary status longer than six (6) months, so long as they are covering for an approved leave of absence.

**Type 3 - Fellowship:** Fellowships are positions that are specifically time-limited due to a defined time period and/or funding limit, and that are formally sponsored and funded by academic institutions, governmental, nongovernmental, private programs, or foundations.

Type 2 and Type 3 Temporary employees in bargaining unit positions shall be subject to the provisions of this Agreement, except that, notwithstanding any other provision of the Agreement, their employment terminates at the scheduled end of their term or fellowship and such termination shall not be subject to the grievance/arbitration procedure.

Regardless of Type, the layoff or termination of temporary employees shall not be subject to the grievance procedure of this Agreement except that the Union may grieve improper notification of layoff.

All Temporary employees will be paid at the appropriate rate on the wage and salary schedule. If a rate does not currently exist for the work the temporary employee will be assigned, the Employer and the Union will meet to bargain a wage rate for the position.

Regardless of Type, all Temporary employees shall be notified in writing of their employment status when they begin working, and the Union will be advised of the reason for utilizing a temporary employee. A temporary employee who is hired directly from their temp assignment to a permanent position shall be credited toward their probationary period for time previously worked and shall receive retroactive seniority, vacation, and sick time accrual credit dated from their initial date of temporary service. This provision does not apply to noncontiguous work assignments or periods.

## **ARTICLE 5 PROBATIONARY PERIOD**

- 5.1. **Probation Duration:** All non-attorney employees in their first 4 months of employment are probationary employees. If both parties agree in writing, the Employer and any non-attorney employee may extend the probationary period for an additional two (2) months in lieu of discharge. Any extended probationary period for non-attorney employees shall start at the end of the initial four-month probationary period and shall not exceed two (2) additional months.

Any probationary employee who changes to a new job classification during the probationary period shall continue as a probationary employee as defined by the new job classification, but shall receive credit for the number of weeks already worked as a probationary employee.

Extended leave taken during the probation period may extend the probationary period with notice to the union.

- 5.2. **Attorney probation:** The probationary period for attorney employees who are 1) admitted to the Washington State Bar, or 2) have been granted a limited license to practice pursuant to APR 9 or APR 8(c) ("limited license attorney"), shall be six (6) months from their hire date. Upon completion of the six (6) months of employment the limited license attorney shall be considered a Just Cause employee provided they are admitted to the Washington State Bar by the first anniversary of their date of hire.

Should a limited license attorney not gain admission by the first anniversary of their date of hire, the employee may be separated from employment with thirty (30) calendar days notice. The Employer shall notify the employee of their status in writing not later than their anniversary date (example: Employee is waiting for bar exam results at the time of the anniversary, the Employer may notify the employee that their employment will continue until the results are received and thirty (30) day notice of separation from employment provided upon receipt of a failing exam result.)

For limited license attorney employees who have not been granted a license pursuant to APR8(c) or APR 9 on their date of hire, their probationary period shall continue until 6 months

from the date they are either admitted to the Washington State bar or receive their limited license pursuant to APR 9 or 8(c).

If both parties agree in writing, the Employer and any attorney on probation may extend the probationary period in lieu of discharge. Any extended probationary period shall start at the end of the initial 6-month probationary period and shall not exceed two (2) additional months.

- 5.3. **Feedback and Evaluation:** Prior to the end of four (4) months for non-attorney staff or six (6) months for attorneys, the supervisor will provide an evaluation on performance to date, and any areas of concern that could lead to termination or a changed job description. The employee may share this evaluation feedback with the union. An employee's final probationary evaluation should be scheduled to occur no fewer than ten (10) days before the end of the probationary period. Should the evaluation not be scheduled and completed timely, the probationary period shall be determined successful.
- 5.4. **Trial Service Period:** Employees who are promoted to a higher level position or transfer laterally into a job with different job skills or requirements shall have a one (1) month trial service period for the new position. Should an employee in a trial service period determine the promotional position is not a good fit, they may elect to revert to their previous position or similar position. Alternatively, should the Employer determine, after completing a one (1) month evaluation of the employee's work, the employee is not successful in the position, the Employer may revert the employee to their previous position or similar position.
- 5.5. **No Just Cause for Termination:** During the probationary period, probationary employees shall not enjoy "just cause" or other protection from termination. The Employer may terminate any probationary employees at any time during the probationary period.

Probationary employees shall have all other rights provided for in this Agreement including access to the grievance procedure, except that a probationary employee shall have no right to grieve a release from employment during the period of probation.

## **ARTICLE 6 WAGES**

- 6.1. **Wage:** Employees will be paid in accordance with their classification and years of service on the wage and salary schedule.  
  
**2021:** Effective on January 1, 2021 employees will be placed on the newly determined wage and salary schedule in accordance with their classification and years of service.  
  
**2022:** Effective on January 1, 2022, each step on the wage and salary schedule shall be improved by two (%2.0) percent or the November to November CPI-U for the greater Seattle/Tacoma/Bremerton area, whichever is higher.
- 6.2. **Credit for Past Experience:** The Employer will account for the previous experience of new staff and place them on the wage and salary schedule appropriately. An employee and/or the Union may request a further evaluation of step placement of an initial hire step placement within thirty (30) workdays from the first actual day of work. Should the evaluation not result in

agreement, the issue may be subject to the grievance procedure. The Union and the Employer will meet in labor management to determine appropriate factors to take into consideration when evaluating the step placement of a new employee.

- 6.3. **Multilingual Differential:** For positions that require fluency in multiple languages, and the employee can document and demonstrate their fluency in the required languages, the Employer agrees to pay the employee an additional \$1 per hour or \$2,080 per year.

Employees who are assigned by their supervisor to provide simultaneous interpretation shall be paid two hundred (\$200) dollars for each instance.

Any differential(s) will be paid out at the end of the month in which it was earned, or as otherwise implemented in the payroll system. An employee may be eligible for both spoken and written/interpretation translation differentials.

6.4. **Pay Records and Pay Periods**

6.4.1. **Pay and Leave Information:** Employees shall be furnished with a copy (through check stub or electronic means) of their pay and leave information including itemized deductions each pay period, the current hours or period worked, accrued time off for eligible employees, current pay earned, current pay rate, cumulative pay to date, and any regular itemized deductions, including any duly authorized deductions such as dues.

6.4.2. **Pay Period:** Payment of wages shall be twice monthly on the 15<sup>th</sup> and on the final day of each month unless such pay schedule is altered by agreement between the Parties. If a payday falls on a Saturday or Sunday the check will be distributed the preceding Friday. In the event of a payday falling on a Monday holiday, the Employer will make a good-faith effort to make an early distribution of paychecks.

6.4.3. **Check Correction:** Should a bargaining unit member fail to receive a paycheck or receive an erroneous paycheck that is less than the correct paycheck amount, the Employer shall, upon notification or internal discovery, immediately pay the employee the difference between the correct amount and the erroneous paycheck. An employee who suffers irreparable hardship such as late payment fees or fines solely as a result of paycheck error may request reimbursement of such fees or fines with the intent to make the employee whole. Such reimbursements will not be sought or denied in a capricious manner.

6.4.4. **Direct Deposit:** The Employer shall offer direct deposit to all bargaining unit employees for all paychecks.

- 6.5. **Temporary Assignment to a Higher Level Position (“Work Out of Class Differential”):** An employee temporarily assigned to regularly perform the principal duties of another employee occupying a management level position for a minimum of one (1) week shall be paid a five (5%) temporary differential the first day of the assignment.

**ARTICLE 7**  
**HOURS OF WORK, WORKLOAD, AND FLEXIBLE HOURS**

**7.1. Program and Salaried Staff**

**7.1.1. Workweek Defined:** It is understood that the typical workweek for full-time salaried staff shall generally average forty (40) hours per week. The work week shall commence on Monday through Sunday. Overtime-exempt employees are expected to exercise significant personal judgment and individual initiative in performance of their jobs as agents responsible for administering the Employer's affairs, projects, plans, policies and core business functions. It is understood by the parties that because of the mission of the Employer salaried, Overtime-exempt staff may be required to work long and irregular hours during specific periods of time; and to work on weekends and holidays, and to travel away from home or the assigned locations for extended periods of time. The Employer will make a good faith effort to notify employees of major schedule changes two (2) weeks in advance, for example if there will be multiple days of mandatory evening or weekend work. However, because of the nature of the work this will not always be possible.

**7.1.2. Flexible Hours for Program and Exempt Employees:** In recognition of the unusual demands of employees' work, the Employer and the Union agree that Overtime-exempt employees may determine their own schedules within the limits of specific assignments based on their job responsibilities, with an average of forty (40) hours per week, and within accountability for work product and concurrence of the supervisor. If an employee has concerns about their workload and schedule they may request a meeting with their direct supervisor, who shall meet with them promptly to discuss their schedule and work plan. If the employee continues to have concerns about their workload and schedule they may request a meeting with the next level supervisor or designee of the Executive Director, who shall meet with them within two (2) weeks. Following that meeting the next level supervisor or designee will schedule a meeting with the employee with their direct supervisor to discuss their schedule and work plan.

**7.1.3. Relief Days:** Relief days are paid days off for full-time, overtime-exempt employees granted under the specific circumstances below. Relief days will be scheduled in whole-day increments as close as possible to the point at which they are granted. Relief days will be scheduled by mutual agreement of the employee and their direct supervisor. Relief days will be granted to a full-time, overtime-exempt employee in the following circumstances:

**7.1.3.1.** The Employer and the Union recognize that employees may work long and irregular hours. Because of these demands, employees will earn relief days on the basis of either one-half (½) relief day for each additional half-day of work or one (1) relief day for each additional work day worked over forty (40) hours in any one work week. For this purpose, an additional "half-day of work" can mean any four-hour period of work over a seven-day work week; and an additional "work day" can mean any eight-hour period – in either case, it does not have to occur on a specific single calendar day.

**7.1.3.2.** A relief day (half or full) will be accrued as determined by mutual agreement between the employee and supervisor. An employee who believes they should

receive a relief day (half or full) on the basis of sustained additional work but have not received such a day from their supervisor shall be granted the relief day (half or full) if they are able to document the additional work time.

## 7.2. Hourly Staff

7.2.1. **Hours of Work:** Hours of work for full-time hourly, overtime-eligible staff the normal work day shall consist of eight (8) hours of work to be completed within eight and one-half (8 ½) consecutive hours. The normal work period shall consist of forty (40) hours of work within a seven (7) day period. The total number of paid hours during this 7 day work period shall be 40. The employee shall be entitled to two (2) paid 15 minute rest periods and one (1) non-paid half-hour meal period during the work day. With the concurrence of the supervisor, administrative or data staff may take a non-paid lunch break of one hour, and extend the day to nine (9) consecutive hours. With the concurrence of the supervisor, hourly non-exempt staff may work a straight eight (8) hour shift inclusive of a thirty (30) minute paid meal period, provided the employee understands such meal period may be interrupted for legitimate business purposes. In such case of an interrupted meal period, the employee shall continue their meal period at the conclusion of interruption(s).

7.2.2. **Overtime:** Upon supervisory prior approval of overtime, hourly employees and overtime-eligible salaried employees are entitled to be paid time and one-half their regular rate of pay for any time worked over forty (40) hours in a seven-day work week or if their supervisor requires any additional time worked beyond eight (8) hours in any workday. For purposes of overtime calculation, the work week shall begin at 12:01AM on Sunday and end at 12:00AM on the following Sunday.

7.2.3. **Call Back to Office:** If the Employer requests an employee return to the office or other work location after the close of their regular work day or is requested to respond to an emergent need remotely, the employee will be guaranteed the ability to flex their schedule by two (2) hours during the work week, or shall be paid a minimum of two (2) hours pay at the appropriate overtime rate at the option of the employee. Employees will be reimbursed mileage to and from their home.

7.2.4. **Temporary Scheduling Modification:** Hourly staff may request to temporarily alter their schedule and flex their time to accommodate personal scheduling needs. The absence must be approved by the supervisor in advance and will not be unreasonably denied. Make up time shall be agreed between the supervisor and the employee and shall occur within the same week, without incurring overtime obligations as specified in section 7.2.2 Overtime (above). If the employee is unable to make up the hours the employee may use paid vacation or unpaid leave.

7.2.5. **Work from Home:** Under certain circumstances remote work may provide opportunities to achieve organizational goals. Bargaining unit employees may request and be approved to work remotely in instances when working remotely results in an increased ability to reach organizational outcomes or as a short-term accommodation to allow for personal necessity.

Bargaining unit members will work with their supervisors to ensure that remote work does not interfere with meeting individual and organizational goals.

- 7.3. **Respecting Time Off:** The Employer shall make every effort to respect scheduled time off taken by employees, including vacation, personal days, sick days, and holidays. A minimum notice of at least two (2) weeks shall be required in the case of a directive by the Employer to work on a holiday. An employee may not be required to work on an approved day off unless that time has been cancelled per 9.2 of the CBA. There shall be no expectation that employees monitor communications of the Employer or be responsive to organizational needs while on paid time off.

**ARTICLE 8  
HOLIDAYS**

- 8.1. **Recognized Holidays:** The following holidays shall be recognized under this Agreement:

Martin Luther King Jr. Day	Labor Day
President’s Day	<i>Day After Yom Kippur Begins</i>
Memorial Day	Veterans Day
Juneteenth	Indigenous People’s Day
Independence Day	Thanksgiving Day
<i>Eid al-Adha</i>	Day After Thanksgiving
	Christmas Eve through New Year’s Day
	Two (2) Personal Holidays

If two holidays fall on the same day, employees will be granted an additional personal holiday. The personal holidays will be scheduled at least two (2) weeks in advance with approval of supervisor. Holidays paid for but not worked shall be recognized as time worked for the purpose of determining overtime.

- 8.2. **Holidays Falling on Weekends:** In the event any holiday falls on Saturday, the preceding Friday shall be observed as the holiday. If a holiday falls on a Sunday, the following Monday shall be observed as the holiday. When Monday has been designated as a holiday, it shall be celebrated on that day rather than the traditional holiday.
- 8.3. **Work on a Holiday:** Any employee authorized to work on a holiday by their supervisor will receive a deferred day’s time off (prorated for part-time employees) which may be scheduled at the approval of their supervisor. In order to be eligible to receive substitute time off for holiday work, an employee must document that they worked the holiday and received prior written approval from their supervisor. Generally deferred holidays must be used prior to the end of the calendar year in which they were accrued. Any holiday days deferred due to the employee working during the Christmas Eve through New Year’s Day holiday will be rolled over into the next calendar year.



## ARTICLE 9 VACATION

- 9.1. **Vacation Earnings Schedule:** Full-time employees shall earn vacation benefits in accordance with the schedule set forth in the following table:

Years of Service	Vacation Day Accrual Schedule	
	Annual	Monthly
Beginning Year 1	16 Days	1.3333
Beginning Year 2	18 Days	1.5000
Beginning Year 5	21 Days	1.7500
Beginning Year 11	26 Days	2.1666

Employees on probation shall accrue and earn vacation, but shall not be entitled to use vacation days until after two (2) months of consecutive employment, and shall not be eligible for cash-out upon separation before completing six (6) months of employment.

As with wages and salaries, the Employer reserves the right to hire new staff at any level of the vacation schedule based on relevant work experience. The level of vacation shall be specified in the new hire's letter confirming a job offer. Relevant work experience may include but is not limited to labor union, community, legal services, or political campaign experience. Relevant work experience shall be defined as applicable experience comparable to that required in the position including labor union, legal advocacy, community or political campaign experience, in the opinion of the Employer. Consideration may be given for work done for the Employer and other similar organizations.

- 9.2. **Vacation:** The Employer and the Union have a mutual interest in ensuring that earned vacation time is taken by employees.

Vacation may be taken only in whole day increments by overtime exempt staff and in half-day increments by hourly or part-time staff.

Regular part-time employees will be granted vacation leave on a pro-rata basis. Probationary employees may request to use accrued vacation leave after being employed for two (2) full consecutive months.

Staff will be given the opportunity to take a significant vacation (of at least two (2) weeks or more) at least once per year.

- 9.3. **Vacation Accrual:** Employees can accrue up to forty (40) days vacation before reaching the maximum accrual. Employees stop accruing vacation beyond the maximum until they have used enough vacation to fall below the maximum.

- 9.4. **Vacation Scheduling:** Employees should, in consultation with their supervisor, schedule vacation time in accordance with their work plans. Vacation requests require reasonable notice. Vacation requests shall not be unreasonably denied by the Employer.

When two or more bargaining unit employees request the same vacation period at the same time, work requirements may limit the number of persons who may take leave at one time. In the event of a dispute, seniority shall be the determining factor. Seniority shall not bump an already approved vacation of a less senior employee.

In the event that two equally senior employees in the same team, or assigned to the same campaign request vacation at the same time, and leave for more than one cannot be accommodated, the employee whose request was received first shall be granted leave. In the event that two (2) requests are received the same day from equally senior employees in the same team or assignment, a coin toss shall be used to determine leave approval.

Managers of teams where it is difficult to accommodate multiple leave requests shall establish a vacation planning schedule at least quarterly.

- 9.5. **Alteration of Vacation Plans:** Individual vacation periods may be changed at any time by mutual agreement among parties. The Employer shall not unilaterally alter previously approved vacation leave except in severe operational circumstances. If the Employer requires an employee to cancel, change or alter approved vacation plans, and as a result the employee loses or forfeits any reservation or deposit, the Employer shall reimburse the employee for the loss, upon being provided documentation from the employee.
- 9.6. **Vacation Cash-out:** Employees unable to take vacation due to management alteration of vacation plans and would normally forfeit vacation time due to accruing beyond their maximum accumulation (see above) will instead have an equal amount of vacation time cashed-out rather than forfeit the time. Employees terminating employment shall receive their current accumulation of vacation cashed-out with their last paycheck.

## **ARTICLE 10 SICK LEAVE**

- 10.1. **Rate of Accrual:** Three (3) days of sick leave will be granted at the beginning of each calendar year. Employees shall be granted one-half (1/2) day of sick leave each pay period, for a yearly total of fifteen (15) days. Sick leave accrual shall be based upon an eight (8) hour workday for all staff.
- 10.2. **Maximum Accumulation:** Sick leave shall be accumulated to a maximum of 480 hours, or 60 working days.
- 10.3. **Permitted Uses:** In addition to use for emergencies, an employee may use accrued sick leave for the following purposes:
- 1) Mental/Physical Illness, Injury, or Health Condition for themselves or family member, Treatment of Mental/Physical Illness, Injury, or Health Condition for themselves or family member,
  - 2) Preventative Medical Care for themselves or family member,

- 3) Employer is closed by order of a public official for any health-related reason,
- 4) Employee's child's school or place of care is closed by order of a public official for any health-related reason,
- 5) Absences that qualify for leave under the Washington State Domestic Violence Leave Act
- 6) To provide caregiving duties for a family member when regular caregiver is unavailable

**Definition of Family Member:** The definition of 'Family Member' shall include Parent, Child, Spouse, Registered Domestic Partner, Sibling, Grandchild, Grandparent, Nieces and Nephews, and household member. Child and Parent shall include biological, adopted/adoptive, foster, de facto, step, in loco parentis, parent-in-law, legal guardian, or other person with whom the employee has had a similar close personal relationship.

- 10.4. **Verification of Illness:** Medical verification may be required to verify the use of sick leave after four (4) consecutive days of absence.
- 10.5. **Rate of Utilization:** Sick leave may be taken only after the two (2) week period in which it is accrued. Sick leave may not be taken in increments less than thirty (30) minutes.
- 10.6. **Account Balances:** Employees may review their sick leave balance at any time.
- 10.7. **Reinstatement of Sick Leave:** Employees who separate from employment who are reinstated within twelve (12) months of separation will have their previous sick leave balance reinstated.
- 10.8. **Medical Leave Bank:** The Employer will maintain a bank for donated sick leave to benefit employees who have to go on leave without pay due to extraordinary or severe illness, injury or other disabling impairment. Donation to and use of the sick leave bank shall be open to any employee, upon approval from the Executive Director or designee. Employees may not designate to whom their sick bank donations should be directed.
  - A. Donations to Sick Leave Bank. Employees with more than 80 hours (10 days) of accrued sick leave are permitted to donate not more than 40 hours (5 days) per calendar year to the sick leave bank, except that no employee is permitted to donate any number of hours that would cause that employee's accrued sick leave to fall below 80 hours of accrued sick leave. Donations to the sick leave bank shall be made on an hour-for-hour basis, regardless of the hourly rate of pay of the donating or receiving employee. Donated time may not be returned to the donating employee once donated. Names of donating employees will not be disclosed.
  - B. Withdrawals from Sick Leave Bank. No employee may receive more than 45 workdays (pro-rated for part time employees) of sick leave from the sick leave bank in any 12-month period. No employee may receive donated sick leave for more than 45 consecutive calendar days. Employees may be eligible to receive donated sick time benefits if:

- The employee or their child, spouse, life partner, parent, parent-in-law, grandparent, or other close family member for whom the employee has demonstrated responsibility to provide care, suffers from an illness, injury, impairment, or physical or mental condition, which is of an extraordinary or severe nature, and which caused or is likely to cause the employee to go on leave without pay status.
- The employee's absence and need for sick time are documented.
- The employee has depleted all paid leave available, except that employees requesting sick leave to supplement a part-time schedule may continue to accrue and immediately use their pro-rated sick, vacation and floating holidays while they are working part-time.
- The employee has diligently pursued and found to be ineligible for benefits under RCW 51.32 (worker's compensation) or Washington's Paid Family Medical Leave program. Nothing in this section shall preclude participation in the medical leave bank to supplement other partially paid leave, for the purpose of the employee maintaining their full compensation for the duration of their leave/absence.

## **ARTICLE 11 OTHER LEAVES OF ABSENCE**

- 11.1. **Bereavement Leave:** All employees are entitled to paid bereavement leave of up to five (5) working days in the event of a death of an immediate family member or other person with whom the employee had a similar close personal relationship.

The Employer, in its discretion, may grant up to five (5) additional days of bereavement leave in the event of the death of one of the individuals listed above.

Bereavement leave is not required to be taken consecutively but must be taken within six (6) months of the occurrence unless provided an exception by the Employer. If unused, bereavement leave does not accrue or convert to other types of leave.

- 11.2. **Jury Duty:** Employees who are compelled to serve on a jury shall be entitled to receive their regular rate of pay. The employee will provide documentation of their Jury Duty requirements.

- 11.3. **Military Leave:** Leaves of absence for the performance of duty with the United States Armed Forces or with a reserve component thereof shall be granted when required by law.

- 11.4. **Family Medical Leave and Washington State Paid Family and Medical Leave:**

The Employer shall be considered an eligible employer for the purposes of eligibility for employees to utilize Family Medical Leave under both the federal Family Medical Leave Act and the Washington State Paid Family and Medical Leave Act.

Employees shall be eligible to receive Washington Paid Family and Medical Leave (WPFML) under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours within the past calendar year. Such leave shall be used consecutively or concurrently with the employee's other leave

entitlements at the employee's election, unless the statute prohibits otherwise. Leave taken through WPFML shall be job-protected.

Employees using leave under this provision shall provide at least thirty (30) days advance notice when possible before taking leave, and shall communicate to the Employer at least two (2) weeks in advance of their return to confirm return date and to coordinate medical release and/or accommodation requests. The Employer may require employees who have been on leave for their own serious health condition to provide a physician's documentation that they are medically capable of performing the essential functions of the job prior to returning to work. Nothing in this paragraph shall preclude an employee from utilizing family or medical leave intermittently, consistent with provisions of appropriate statute, rules, or regulations.

The Employer shall use the state insurance as the carrier for WPFML. Effective upon ratification of this Agreement, the Employer shall remit to the State of Washington, on behalf of each bargaining unit employee, the cost of the employee's portion of the premium collected by the State of Washington in lieu of payroll deduction for participation in the Washington State Paid Family and Medical Leave Plan.

**11.5. Parenthood Leave:**

A full-time employee is entitled to twelve (12) paid weeks of parenthood leave, for the birth, adoption, or other new arrival of a child, provided the employee has been on staff at least twelve (12) months before beginning parenthood leave.

A part-time employee is entitled to paid parenthood leave on a pro-rata basis under the same terms and conditions as a full-time employee.

In concept, this leave is provided to assure paid time off during the period immediately following the birth, adoption, etc. However, recognizing that individual circumstances may vary, the employee may, in consultation with the immediate supervisor involved, use the paid parental leave on a different schedule, provided that it cannot extend beyond the first year after the triggering event. During parenthood leave an employee retains medical coverage, to the extent permitted by the employee's medical policy.

An employee may use accrued vacation time and/or sick leave following the paid parenthood leave period to extend beyond the twelve (12) covered weeks. When possible, except in the case of unexpected events such as a premature birth or early adoption placement, requests for parenthood leave should be submitted to an employee's immediate supervisor at least thirty (30) days prior to the date leave is expected to commence.

An employee who takes parenthood leave extends a good faith commitment to the Employer that they will come back to their position after the leave is over.

**11.6. Personal or Professional Leave:** At the Employer's discretion, employees may be granted paid or unpaid personal or professional leave in situations other than those specifically enumerated in this Agreement. The overriding consideration for granting or denying leave requests shall be the needs of the Employer as determined by the Director or designee.

Permission for leave shall be requested in writing and shall be considered granted only if confirmed in writing. Such confirmation or denial shall be given to the employee no later than four weeks from the date of request.

11.7. **Leave of Absence for Disability:** The Employer will grant an unpaid leave of absence of up to twelve (12) months for an employee who has finished their probationary period and who is absent due to temporary disability covered by state disability insurance or a work-related injury covered by workers' compensation insurance. Such leaves may be extended for an additional three (3) months at the Employer's discretion.

11.8. **Return from Leave:** Employees who return from an approved leave of absence shall not suffer a loss of seniority rights. Employees shall earn holiday pay and accrue sick leave and vacation while on paid leave, and shall not earn holiday pay or accrue sick leave or vacation while unpaid leave, except where required by law.

When an employee returns from an approved leave of absence, the employee shall be reinstated to their former job or an equivalent job at the employee's former salary including any increases that may have been negotiated or granted in their absence. Unless approval has been given by the Director or designee to extend the leave, failure to return on the designated date shall be considered a resignation.

## **ARTICLE 12 TRAINING AND ORIENTATION**

12.1. **Training:** The Employer and the Union recognize the benefit to the Employer's membership of providing training for employees. Training opportunities will be provided on an as needed basis as determined by the Employer. The Employer will pay all costs for Employer-initiated and/or required training including leave time, travel and tuition expenses, as determined by the Employer. Employees' training needs and opportunities will be explored in the Union/Employer Joint committee (LMC) or other agreed upon venue or committee.

### 12.2. **Professional Development**

12.2.1. **Staff Development:** The Employer and the Union have a mutual interest in staff development that provides opportunities for employees to develop specific skills to advance career opportunities and support the values, vision and mission of the Employer.

12.2.2. **Annual Development Plans and Funded Support:** Supervisors shall work with each employee to develop an annual development plan which will include opportunities to attend classes, seminars, conferences, or other opportunities which may be available to further develop an employee in their professional growth. Beginning January 2022, the Employer will allocate and make available to each employee in the bargaining unit up to one thousand (\$1,000) dollars in the budget each year to support the staff in their development plans.

**Mandatory Continuing Education:** Employees who are required as a part of their profession to complete and attain continuing education credits shall submit for approval and payment to the Employer the associated costs.

**Professional License or certification renewal:** The Employer shall pay the cost, either up front or by reimbursement, for any license or certification required for an employee to continue in their position.

**Professional Organization Stipends:** Bargaining unit employees who join, become actively involved members, and pay membership fees to Employer-accepted professional organization(s) shall have their membership fee paid by the Employer. Approved professional organizations may be added through mutual agreement between the Employer and the Union through the Labor Management Committee Process.

**Acknowledged professional organizations:** Washington State Bar Association

12.2.3. **Commitment to Equity:** All staff will be provided social justice training, including racism and sexism, at least annually. The training course will be established by the Labor Management Committee and the Racial Equity Team.

12.2.4. **Staff Development – All Staff:** The Employer is committed to developing complementary career options as new classifications are added to the bargaining unit. Upon a major reorientation of a work unit or department the Parties shall meet and confer over staff development considerations in addition to any subjects already specified in section 1.2 New Classifications of this Agreement.

12.3. **Employee Orientation:** Each new employee will be oriented to their position and will receive training as determined by the Employer. During the orientation, the Employer shall provide any available orientation materials, and a copy of this Agreement. The Union will be allowed one (1) hour paid time during orientation. The Union will be advised at least one (1) week in advance of orientation. The orientation materials and skills assessment will be reviewed by the LMC annually. Each new employee will undergo a two (2) hour in-house training on race and social justice within the first three (3) months of employment. This training will be developed through joint effort of the Racial Equity Team and the the LMC, and the training will be finalized within three (3) months of ratification of this bargaining agreement.

12.4. **Employee Reassignment Training:** Employees who are reassigned with a significant change in job duties or job classification shall receive appropriate training as determined by the Employer.

## **ARTICLE 13 NON-DISCRIMINATION**

The Employer promotes equal employment opportunity and practices non-discrimination with regard to all employees regardless of creed, gender, race, citizen status, color, religion, national origin, disability, age, veteran status, martial status, sex, sexual orientation, gender identity and expression, the presence of sensory, mental or physical disability, political beliefs or affiliation, union membership or participation in the activities of the Union or any other discrimination prohibited by law. Nothing in this section shall be interpreted so as to prevent the Employer

from making bona fide determinations regarding any employee's ability to perform all necessary job duties and functions.

The Employer and the Union recognize and value differences in race, ethnicity, gender identity, ancestry, place of origin, citizenship, religion/spirituality, sexual orientation, age, marital status, family status, political affiliation, differently abled and indigenous identity. We also acknowledge members from these communities often encounter barriers which hinder equal access to employment education, information, activities, programs and services.

The Employer and the Union do not tolerate racism, prejudice or any form of discrimination. We are committed to racial equity in employment and service delivery. We will work towards confronting and eliminating discriminatory or racist incidents and behavior at the individual, organizational and societal level. Having attended anti-oppression, anti-racist or implicit bias training is a requirement for all staff: the timing and scope of this training shall be subject to labor management discussion.

We do not discriminate against, or allow discrimination or harassment against, any employee because of age, sex, pregnancy, pregnancy related conditions, marital status, sexual orientation, gender, gender expression or identity, race, religion, color, national origin, ancestry, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, HIV infection, employment leave, or any other legally protected characteristics, or protected activity under the anti-discrimination statutes. This prohibition extends to any form of retaliation or reprisal for supporting our anti-discrimination or anti-harassment policies, or for participating in the policy's complaint procedure or the statutory complaint procedures.

## **ARTICLE 14 HEALTH AND WELFARE**

- 14.1. **Maintenance of Benefits:** The Employer will continue, in full force and effect, its medical, dental, vision, disability, and life insurance benefits currently in effect for the term of this Agreement without any increase in employee premium-shares required for enrollment or continued participation in these plans.
- 14.2. **Health Insurance:** The Employer shall provide and pay for medical, dental, vision, and prescription drug insurance benefits for all eligible employees as defined in this Agreement and for their dependents, spouse or domestic partner. Effective with the next open enrollment period, the plans offered shall be the SEIU775 Multi-Employer Health Benefits Trust CORE plans. Employees shall have the option to select plans within the CORE group of plans for which they are eligible.
- 14.2.1. Eligibility, participation, open-enrollment periods and other items may be subject to additional requirements as determined by the SEIU775 Multi-Employer health benefits Trust. An affidavit of shared residence may be required for eligibility, determination or documentation of domestic partnership. Employees whose spouse or domestic partner is eligible for an affordable, high-quality, comprehensive health care plan through their own



employer shall not be eligible to enroll their spouse or domestic partner in the Employer's plan.

14.2.2. Fair Work Center staff shall be transitioned to the SEIU775 Multi-Employer Health Benefits Trust at the next open enrollment period after the ratification of this Agreement.

14.3. **Disability/Life Insurance:** The Employer will continue to provide and pay for life insurance for the current amount of \$100,000 and disability insurance for all employees covered by this Agreement, with prorated payments for part-time employees. The employee will have the option of purchasing supplemental coverage as may be available under the plans. The Employer will offer to each eligible employee the option of adding coverage to a spouse, domestic partner, or dependent at the cost to the employee, if the insurer allows.

14.4. **401(k) Plan:** The Employer shall provide employees with a 401(k) plan. Employees will be notified about this plan upon hire. Employees may choose to contribute to this program through payroll deduction or assign a different deduction amount at any time. The Employer will contribute on behalf of each employee a non-elective contribution of five (5%) percent of the employee's annual salary into the 401(k) plan in twenty-four (24) deposits each deposited within two (2) days after the payroll date. Contributions made by either the Employer or the employee shall be immediately vested.

14.5. **Changes to Benefit Plans:** As a small employer, the Employer may occasionally be faced with unilateral changes to the costs for or benefits provided by benefit plans referenced in this Article which are imposed by benefit providers over which the Employer has no direct control. In any such circumstances, the Employer will notify the Union as soon as it becomes aware of any such changes or potential changes and will negotiate with the Union regarding the impact of any such changes.

## ARTICLE 15 EXPENSES, AUTOMOBILES AND INSURANCE

15.1. **Expense Reimbursement:** All reasonable expenses incurred by employees required by the Employer including, but not limited to, lodging for out-of-town travel, food for out-of-town travel, meeting room expenses, postage, fax, copying, office supplies, parking away from the office, travel expenses such as airfare, car rental and taxi, shall be reimbursed to the employee, provided that the employee has obtained approval in advance from their supervisor prior to incurring the expense and has provided receipts and filed the required expense reports.

Employees may spend up to \$28 for routine work-related expenses, without seeking prior authorization from the supervisor. Such expenditures must still be receipted and documented on the expense report. In general, meal expenses should not exceed \$70/day.

Breakfast - \$20  
Lunch - \$15  
Dinner - \$25  
Incidentals - \$10

Major changes to this policy will be made through the LMC.

When possible within reason, the Employer will arrange for direct billing, credit card billing, or payment in advance for all travel or out-of-area expenses or other work-related expenses.

15.1.1. **Deployment Per Diem:** Staff on deployment away from home for three (3) consecutive days or more shall be provided with per diem in lieu of expenses of \$70/day consistent with 15.1 above. Away from home is defined as sixty (60) miles or more away from your home office. Overnight Travel:

15.1.1.1. Cash advances for overnight travel. Prior to overnight travel of not less than five (5) days of expected length, and upon request and approval of the supervisor, an employee may receive a cash advance upon their salary or anticipated expenses, except limited by law.

15.1.1.2. Meal reimbursements for overnight travel generally should not exceed \$70/day consistent with 15.1 above.

15.1.2. **Technology Stipend:** Staff will receive \$125/month technology stipend to help defray the costs of cell phones, internet access, or other technology needs. The stipend will be paid through the regular payroll system.

15.1.3. **Reimbursement Policies:** A good faith effort will be made to reimburse employees within 14 days upon submission of appropriate receipts and reimburse form, provided that the employee has filed all required paperwork and reports due the Employer. Employees will make a good faith effort to submit expenses within six (6) weeks of being incurred.

15.2. **Automobile Expenses:** All salaried staff employed in positions which are required to have a working automobile, shall maintain a current valid driver's license for their state of residence, and car insurance at a level to be determined by the Employer or state law at all times during their employment.

Non-exempt staff and other staff who are not required as a condition of employment to have a working automobile will be reimbursed for all work-related mileage at the standard IRS rate.

15.2.1. **Car Allowance Definitions:** The determination of whether a car is required for the position is solely the prerogative of management.

15.2.1.1. **Jobs requiring a car at all times; Full Car Allowance**

The designation of a position as requiring a car at all times implies that the employee is required to regularly utilize their car during the course of work, including but not limited to visiting worksites or workers' homes and/or safely transporting members, staff, other individuals or equipment for work purposes.

In the event an employee who is employed in a position which requires a working car is temporarily unable to drive, it is up to the discretion of management whether to temporarily discontinue the monthly car allowance. Employees who have their licenses suspended, revoked, or have an unsafe driving record may be subject to discipline, up to and including discharge or may be involuntarily transferred to a position which does not require driving.

Staff required to have a car available to them at all times will receive a monthly car allowance of four hundred and fifty (\$450).

**15.2.1.2. Car use required less than full time; provisions for half car allowance**

Certain positions which are primarily office-based or otherwise do not meet the definition of jobs requiring a car at all times may require that a car be available only during certain limited periods or assignments. Such employees shall be entitled to a car allowance of \$225/month.

**15.2.1.3.** Employees receiving a car allowance will be reimbursed for the mileage at 30% of the IRS Rate/mile, re-calculated annually for miles driven for work purposes.

**15.2.2. Interest Free Loans:** New employees in those job classifications receiving a car allowance will be made aware of the option of securing a no-interest loan of up to \$1,999.00 through the Employer for the sole purpose of acquiring a vehicle.

**15.2.3. Loan Agreement:** An employee may have only one outstanding car loan at a time, and loans are solely for the purpose of purchase of a vehicle. For any loan provided by the Employer, employees must sign a legally binding loan agreement, which provides for a loan repayment schedule. Loans must be repaid in full within two (2) years or twenty-four (24) months, through payroll deduction. In the event the employee terminates employment prior to completing repayment, the Employer may recover the outstanding amount of the loan from the employee's last paycheck and/or expense check or may bill the employee for the outstanding amount.

**15.3. Transportation:** The Employer will provide staff who do not receive a car allowance and are based in King County, WA with for a monthly ORCA card.

Employees may obtain pre-approval for work required parking reimbursement. For employees receiving a car allowance, pre-approval for parking is not required for meetings and events scheduled by their direct supervisor, such as team meetings. Employees will make a good faith effort to use public transit when available and consider the cost when they are choosing where to park.

## **ARTICLE 16 SENIORITY AND LAYOFF**

**16.1. Seniority:** For purposes of layoff, seniority includes length of employment within the current classification with the Employer. Temporary employees have no seniority rights for purposes of determining layoffs.

**16.2. Job Vacancies and Open Positions:** Positions within the bargaining unit will be posted internally to the bargaining unit consistent with section 18.1 Job Postings and first offered to qualified existing bargaining unit employees in seniority order.

**16.3. Layoff:**

**16.3.1.** In the event of a substantial or organization-wide layoff the Employer agrees to meet with the Union at least thirty (30) days prior to discuss the reason for the layoff and the

impact this layoff would have on members of the bargaining unit and to discuss any alternative options, such as a reduction in salaries or hours. In the event of a layoff which affects a small number of employees, the Employer agrees to meet with the Union thirty (30) days prior to discuss the layoff. This time may run concurrent with the layoff notice to the employee, below.

16.3.2. **Notice** – Any employee to be laid off shall be given notice in writing thirty (30) days in advance of the effective date of layoff and one additional month of healthcare benefits or COBRA, or the equivalent amount in cash, or in lieu of notice, thirty days pay and two months healthcare benefits or payment of COBRA. A copy of the layoff notice shall be given to the Union. Should the Employer layoff of the entire staff due to the loss of the entirety of its funding, employees shall be given notice within a week of the Employer leadership becoming aware of the loss of funding. In no case shall employees receive more than thirty (30) days pay and healthcare benefits or payment of COBRA in lieu of notice.

16.3.3. **Layoff Procedure** Should the Employer have to reduce the number of employees in a job classification, the Employer will follow the following guidelines, which shall be applied separately to each of the Employer's work locations:

16.3.3.1. All temporary employees in the same job title will be laid off prior to any permanent employees, except Type 2 temporary employees, as defined in Article 4.

16.3.3.2. Any permanent employee(s) who volunteer(s) to be laid off shall be laid off before any permanent employee(s) who do(es) not agree to be laid off, with the understanding that the voluntary employee will have recall rights, as defined in 16.3.5 & 16.3.6 below, and that approval will be based upon the remaining employees being able and qualified.

16.3.3.3. Should the Employer have to reduce the hours or number of employees through layoff, the Employer shall reduce employees in inverse order of seniority, provided the remaining employees are qualified to perform the remaining positions, including required language skills.

16.3.4. **Bumping Rights** Employees will enjoy displacement rights by seniority within job classification, and then by pay grade, if able and qualified to do the job. Employees identified for layoff may bump a permanent employee with the least seniority holding a position for which the bumping employee is qualified and does not result in a promotion. The employee shall have ten (10) days from the date of the layoff notice to decide whether to exercise their bumping option, if one exists.

16.3.5. Employees laid off shall be placed on a preferential list from which vacancies or new openings shall be filled given the employee is qualified to perform the job assignment with a minimum amount of orientation as determined by the Executive Director or designee. Employees will be placed on a preferential list for no longer than one (1) year. These employees shall be rehired in the reverse order of their layoff at their former salary subject to any increases that may have been given during said layoff if hired into the same classification. Rehired employees with less than twelve months layoff shall retain seniority which the employee had at the time of layoff. If an employee is called back and refuses work, they shall be removed from the preferential list. If the vacant position requires the

called back employee to permanently relocate, the employee shall have the right to refuse and remain on the preferential list for the remainder of the original one (1) year period from layoff. Employees will be required to provide the Employer with current address and phone numbers during the period they are placed on a preferential list.

16.3.6. Employees facing layoff shall have the right to return upon request to a previously held position assuming they are qualified for the current needs of the position with a minimum amount of orientation. Any such requests must occur within one (1) week of layoff notice.

16.3.7. The Employer will make a good faith effort to provide references to retraining programs and/or employment services for each affected employee.

16.4. **Reorganization:** The Employer retains the right to reorganize as necessary. The Employer agrees to meet with the Union prior to any major reorganization to discuss the impact any such reorganization would have on members of the bargaining unit.

## **ARTICLE 17 DISCIPLINE, DISCHARGE, EVALUATIONS, AND PERSONNEL FILES**

16.1. **Discipline and Discharge:**

**Just Cause:** Employees, other than probationary employees, may only be disciplined if there is Just Cause to do so. In such cases the Employer shall follow the principles of Progressive Discipline as described below.

- a) Verbal warning (documented)
- b) Letter of reprimand
- c) Suspension without pay
- d) Termination

**Gross Misconduct:** Consistent with Just Cause and in circumstances where misconduct involves behavior of such seriousness, in terms of its nature or its effect on the Employer, that normal progressive discipline is not appropriate, the Employer may render discipline including suspension without pay or termination of employment. Just cause for immediate suspension or discharge shall include, but not be limited to, the following:

1. Physical or emotional abuse to others (*employees or members of the community while at work*).
2. Hate Speech.
3. Theft or willful damage of property.
4. Workplace violence.

17.2. **Timeline for Discipline:** Except for probationary employees, disciplinary action shall only be valid when issued within thirty (30) calendar days after the date of the alleged violation or

within thirty (30) calendar days from when the Employer could reasonably have known of the alleged violation, or, for instances where there is, in the Employer's exclusive judgment, a pattern of violations, within thirty (30) calendar days of the most recent violation. In such instances, previous violations may be referenced and relied upon for purposes of discipline and/or discharge.

17.3. **Union Representation in Discipline/Discharge Cases:** An employee has the right to have a union representative present at any investigatory interview conducted by the Employer, where the employee reasonably believes the interview might result in disciplinary action, or for any disciplinary meeting called by the Employer. A meeting shall be scheduled not sooner than three (3) days from the initial notification to the Employee and the Union. The Union may send a representative to any meeting between the employee and the Employer that may lead to discipline or relates to performance on the job, including but not limited to; investigatory discussion, performance reviews and/or performance improvement plan discussion, or discussions relating to workplace accommodations. The employee will be notified of their right to union representation prior to any investigatory or disciplinary meeting.

17.4. **Evaluations:** Upon completion of the probationary period, and by the employees first anniversary date, and at least annually thereafter, employees shall be evaluated by the Employer on or about their anniversary date. The evaluation shall be signed by the employee and placed in their personnel file.

17.5. **Personnel File:**

17.5.1. An employee shall have the right to review the contents of their personnel file. There shall be only one personnel file per employee. A representative of the Union may, at the employee's request accompany them in this review, or may review the file with written authorization from the employee.

17.5.2. A copy of all materials shall be provided to the employee prior to placement in the employee's personnel file. All items placed in the personnel file shall be dated. The employee shall be asked to sign materials placed in their personnel file acknowledging that they have read such material and receipt thereof, but such signature does not indicate agreement with its contents.

An employee shall have the right to provide a written response to any material placed in the personnel file and such response shall be attached to the file copy.

17.5.3. At the time of hire each employee shall be provided with a hire-in document detailing date of hire, hours of work, pay and benefits, job description/title, FTE status and any other terms of employment. This form shall be signed by the employee and the employee's supervisor and placed in the employee's file.

17.5.4. **Removal of Materials** – The Employer will remove performance improvement plans from the employee's personnel file following the successful completion of the performance improvement plan. Evaluations reflecting the PIP (both the need for the PIP and progress) shall remain in the file unaltered.

The employee may request removal of records of discipline from personnel files if there is no recurrence of any type of discipline within 18 months' time. Such requests will not be arbitrarily and capriciously denied. The Employer agrees to remove, from each employee's personnel file, warning notices or disciplinary entries for incidents of unsatisfactory performance for which there has been no recurrence for two (2) years. Any notice or entry so removed shall not be utilized against the employee in any grievance or arbitration proceeding.

## **ARTICLE 18 JOB POSTINGS AND DESCRIPTIONS**

- 18.1. **Job Postings:** The Employer will give existing employees an opportunity to apply for any vacant bargaining unit position by posting notice of such positions for at least five (5) business days when such positions become available, prior to filling any such position. Postings will be filled consistent with Article 16 Seniority.
- 18.2. **Job Descriptions:** The Employer agrees to maintain updated job descriptions for each bargaining unit position. Positions include job classifications listed in Appendix A. Descriptions will clearly indicate the nature of the work performed. Current job descriptions will be dated and kept on file for each bargaining unit position, and will be reviewed annually. Such annual review of job descriptions will include review by the Racial Justice Committee. Job descriptions for each position will be kept in a shared file, accessible to the Union. This file will also include an organizational chart that the employer will update every six (6) months. This chart will contain job title, contact information, and clearly outline direct supervisors of said positions.

The Employer will notify the Union in writing over any substantial changes to the job description(s).

**Request for Classification Review:** If the Union believes that assigned work has significantly changed for a specific individual or group of individuals within a position, the Union, or individual employee, may request a meeting to review whether the positions is in the correct classification. Should it be determined an employee has accreted additional work duties generally outside of their classification, the Employer and the Union will negotiate conditions of a reclassification for the incumbent employee. Within twenty (20) working days of the request of the review the Employer and the Union will meet to discuss. If the Union disagrees with the final decision regarding the proper classification for a job, the matter may be grieved.

## **ARTICLE 19 GRIEVANCE PROCEDURE**

- 19.1. **Grievance Defined:** A grievance is defined as any dispute relating to the interpretation or application of this Agreement. All grievances shall be submitted in writing and describe the facts and circumstances, the article and section of the Agreement alleged to have been violated and specify the remedy requested.

In lieu of, or in addition to, filing a grievance, an employee may also submit a rebuttal document to any discipline or other derogatory material placed in their personnel file (see 17.5.2).

19.2. **Grievance Procedure:** Any employee, group of employees covered by this Agreement, or the Union may file a grievance utilizing this procedure.

The employee or employees are encouraged to attempt to resolve the issue or dispute by means of an informal discussion with their supervisor. If the matter is not resolved in this manner the grievance shall be handled in accordance with the procedure set for the below.

- **Step 1:** The Grievance shall be submitted in writing to the employee's immediate supervisor within fourteen (14) calendar days from the date the employee was or should have been aware that the grievance existed. Within ten (10) working days of the filing of the grievance, a Step 1 meeting shall be held between the grievant, the supervisor, the Union representative and any other persons whose attendance the parties mutually agree upon in advance. The supervisor shall respond in writing within ten (10) working days of the meeting.
- **Step 2:** If the grievance is not resolved at Step 1, the grievance may submit the grievance within ten (10) working days of receipt of the Step 1 written response to the Executive Director, or designee. Within ten (10) working days of the filing of the grievance, a Step 2 meeting shall be held between the grievant, the supervisor (if applicable), the Executive Director or designee, the Union representative, and any other persons whose attendance the parties mutually agree upon in advance. The Executive Director or designee shall respond in writing within ten (10) working days of the meeting.
- **Voluntary Mediation:** If the grievance is unresolved at Step 2, voluntary mediation may be applied at the option by mutual agreement of both parties, provided that written notice of such desire is sent to the other party within eight (8) working days of receipt of the Employer's decision at Step 2. The Federal Mediation and Conciliation Service (FMCS) shall conduct grievance mediation as expeditiously as possible, with the goal of avoiding arbitration. If the option to enter mediation is agreed the timeline to submit a grievance to arbitration in Step 3 (below) will be held in abeyance until the conclusion of the conclusion of the mediation process.
- **Step 3 Arbitration:** If the grievance is not satisfactorily resolved at Step 2, the Union may submit the grievance to arbitration within twenty-one (21) calendar days from receipt of the Employer's Step 2 response. The parties will jointly request a list of 7 arbitrators from the Federal Mediation and Conciliation Service (FMCS). The parties shall then promptly select an arbitrator pursuant to the Labor Arbitration rules of the FMCS.



The arbitrator shall render a decision within thirty (30) days after the hearing or briefs have been received, whichever is later. The arbitrator shall not alter, amend, add to or subtract from the provisions of this Agreement. The decision of the arbitrator will be final and binding on the Parties.

The cost of the arbitrator and any other expenses jointly incurred by mutual agreement incident to the arbitration hearing shall be borne equally by the Employer and the Union. All other expenses shall be borne by the party incurring them.

- 19.3. **Time Limits:** The time limits set forth in the steps of this grievance procedure may only be extended by mutual written consent of the parties hereto. Failure of a grievant to file a grievance on a timely basis or to advance a grievance in accordance with the time limits set forth will constitute withdrawal of the grievance. Failure of the Employer to comply with the time limits set forth shall result in the grievance being automatically elevated to the next step not including the arbitration step. Upon filing of a grievance by an employee, all subsequent notices, documents, and meeting requests shall be sent to the designated PNWSU representatives as well as the grievant.

## **ARTICLE 20 HEALTH AND SAFETY**

- 20.1. **Safe Workplace:** The Employer is responsible for maintaining a safe and healthful workplace. The Employer shall comply with all Federal, State, and local laws applicable to the safety and health of its employees. A safe and healthful workplace for the purposes of administering this section shall include 'Social Hazards'. The Employer and the Union shall cooperate through the LMC to investigate, identify and remove conditions that are hazardous to an employee's safety and health. Immediate hazards shall be reported to the building manager or 911 as appropriate. In the result of a safety issue in the field, the employee shall report the incident to their supervisor immediately. They may also file an incident report with the Health and Safety Officer. If, after the event, they feel like additional precautions are necessary, they are encouraged to work with their supervisor, as well as bring their concern to the LMC.

- 20.1.1. **Social Hazard:** A social hazard shall include, but not be limited to, any instance where social interactions while an employee is on duty, or representing the interests of the Employer, in which the employee believes there is a social, emotional, and/or physical risk.

- 20.2. **Equipment:** The Employer shall provide ergonomically correct workstations by supplying equipment as needed including, but not limited to, adjustable chairs, footstools, standing desks, laptop, adjustable ergonomic keyboards, and monitors that combine to supply an ergonomically correct environment. The Employer will respond to any equipment requests within fourteen (14) calendar days. If possible, requested equipment will be provided to the employee as soon as is feasible from the date of the request approval.

- 20.3. **Office Closures, Acts of Nature, and Inclement Weather:** An employee may individually contact his or her supervisor to request that the supervisor either authorize the employee to

take a day off (leave with or without pay) or “work-from-home” because of inclement weather in his or her specific area. If the Employer determines that inclement weather conditions have developed while employees are already at work, he/she may send employees home early in the day or make other arrangements to provide for the health and safety of employees. Hourly employees shall not, under such circumstances, suffer any loss of pay or benefit accrual. Should management make a decision to close headquarters or any other office no employees shall suffer loss of pay during the closure of the office.

If an employee is assigned to work from home due to inclement weather and incurs costs such as long distance telephone or additional internet data expenses, those expenses shall be reimbursed according to policies set by the Employer.

- 20.4. **Safe Hours of Work:** Any employee is entitled to no less than an eleven (11) hour period of rest before being required to return to work. This only applies to work hours specifically required by the Employer. If, due to extraordinary circumstances, such as a strike, an eleven hour rest period is not given between work days, the Employer must grant the employee no less than fourteen (14) hours in the following 24-hour period. If the circumstances are so extraordinary the rest period is not possible, then the Employer will grant the employee an additional relief day as soon as possible. The employee may choose to forgo their rest period but will not be compelled to do so in any way by the Employer. This is intended to deal with extraordinary circumstances and isn't intended to replace a typical work day.

## **ARTICLE 21 LABOR MANAGEMENT COMMITTEE**

A Labor Management Committee (LMC) shall be established consisting of no more than four (4) representatives selected by each party. The Committee shall meet quarterly, or more often as mutually agreed. Items to be discussed may include, but shall not be limited to: staff training, orientation, staff retreats, etc. Agenda items shall be submitted in advance in writing by both parties. The LMC shall endeavor to communicate the results of its work on a regular basis. These meetings are not a substitute for the grievance procedure or negotiations on mandatory bargaining items, but are a vehicle to discuss items of concern to the parties, and will occur on work time. While acting in the scope of their recognized union duties and responsibilities, LMC elected representatives maintain the same rights and protections of a steward.

## **ARTICLE 22 GENERAL PROVISIONS**

- 22.1. **Political Activity:** The Employer maintains a high public profile, engages in a number of political, community, legislative, and public activities. For this reason, the duties of many employees will often include tasks of a sensitive public relations or political nature and may include interaction with the media, the public, other community organizations, politicians, government officials, and labor unions.

When employees are working or engaged in work-related activity they are required, to the best of their ability, to support and uphold the public positions of the Employer and to reflect well

on the Employer's activists, leadership, and employees. The Employer will clearly communicate its positions on candidates and issues to the employees.

Because of the sensitive nature of our work, employees will not make public statements regarding the organization's mission, strategies, tactics, activities or business practices of the Employer to the press or other organizations unless specifically designated to do so by the Executive Director, with the exception of activity that directly relates to concerted collective activity protected by the National Labor Relations Act.

Because state, federal, and local legislative activity affects the wages, benefits, and rights of all workers, the outcome of elections for many public offices is very important to the Employer. The Employer regularly participates actively in elections. All employees are required to do political work for candidates and member political education as a part of their job with the Employer. This provision does not intend to preclude any individual from volunteering or supporting any candidate, initiative, or other ballot measure when off duty. This policy is not intended to restrict the rights of employees to engage in any activity protected by Section 7 of the National Labor Relations Act.

- 21.2. **Social Media:** Employees will not be expected nor required to use personal social media accounts or presence for work related activities. When appropriate circumstances are present and the use of social media for work related purposes is necessary, the Employer will provide support and resources to an employee to create work related social media accounts.
- 21.3. **Working Washington – Fair Work Center Board Representation:** The Union may designate a representative to attend and observe the meetings of the executive board of the Employer at the invitation of the Executive Director. The representative will not be a voting member of the executive board. The representative will also not be able to attend portions of meetings that are deemed executive session.

## ARTICLE 23 TRANSFER

- 23.1. **Definition of Transfer:** A transfer is defined as a reassignment to a different office which is more than sixty-five (65) miles away from an employee's current assignment. A transfer is not a temporary assignment of tasks or campaigns outside of an employee's base areas, such as "blitz", a mass worker signup campaign or an assignment tied to a specific campaign or project with a specific end date.
- 23.2. **Determination to Transfer:** Should the Employer need to effect a transfer, qualified employees shall be given first right to refusal in seniority order. Should no qualified employee volunteer to transfer, the least senior qualified employee shall be selected for transfer.
- 23.3. **Permanent Transfers:** An employee is considered to be permanently transferred when they are reassigned for more than nine (9) months to a different office of the Employer which is more than sixty-five (65) miles away from their current assignment. An employee will be given ninety (90) calendar days' notice prior to being permanently transferred. Employees who are permanently transferred shall be given reasonable paid time off, but not less than seven (7) workdays, to prepare for their relocation to their new assignment. All predictable moving

expenses will be pre-paid by the Employer. Additional, non-predictable moving expenses approved by the Employer will be reimbursed by the Employer. For a period of no more than thirty (30) days after the effective date of transfer, the transferring employee shall receive expense reimbursement and hotel reimbursement at the new location.

The Employer and the Union shall meet to discuss whether or not a wage/salary step adjustment is appropriate in relation to increased cost of living costs. No employee shall be reduced in pay as a result of a transfer.

- 23.4. **Temporary Transfers:** Temporary transfers are defined as greater than three (3) months and not greater than nine (9) months, and do not require a permanent relocation of an employee's residence. An employee will be given thirty (30) calendar days notice of any temporary transfer to a different office and/or turf of the Employer, which is more than sixty-five (65) miles away. The employee will receive three (3) days paid time off to prepare.

The Employer shall bear the expense of transportation to allow an employee on temporary transfer to return home when possible on every other weekend. If work assignments require the employee to work on such a weekend, then mutually agreed upon alternative arrangements shall be made including alternative time to travel home, or arrange for the employee's spouse, partner, or significant other to travel to the employee's temporary work location at the expense of the Employer. If an employee is required to drive to the temporary work location and arrangements to travel home are made such that the employee will be without their car while at their home base, the Employer shall fully reimburse for any car rental. Travel home will not be authorized during a GOTV, strike, or other ultimate phase of a campaign. The Employer will cover the cost of alternative housing/hotel while on temporary assignment.

While on temporary assignment, the Employer and the Union shall meet to discuss whether or not a temporary wage/salary step adjustment is appropriate in relation to increased cost of living costs. No employee shall be reduced in pay as a result of a transfer.

## **ARTICLE 24 SAVINGS CLAUSE**

In the event that any provision of this Agreement is finally held or determined to be illegal or void as being in contravention of any law, ruling or regulation of any governmental authority or agency having jurisdiction of the subject matter of this Agreement, the remainder of the Agreement shall remain in full force and effect. If any provision is held invalid, the Employer and the Union shall enter into negotiations for the purpose, and solely for the purpose, of attempting to achieve a mutually satisfactory replacement of such provision.

## **ARTICLE 25 MANAGEMENT RIGHTS**

All rights not otherwise limited explicitly and exactly by this Agreement continue to adhere to the Employer. Nothing in this Agreement shall limit the Employer's exclusive right to determine the mission, purpose and political direction of the Employer as well as the right to manage,

operate and administer the affairs of the Employer. This includes, but is not limited to the right to direct its workforce and to determine work and standards of work, job descriptions, classifications, number of employees overall and in each job classification, assignment, location of work assignment (including temporary and permanent transfers) and its right to discipline employees for just cause (except for probationary employees, regarding whom no "just cause" standard applies) and to promulgate rules, regulations and personnel policies.

**ARTICLE 26**  
**NO STRIKES OR LOCKOUTS**

It is agreed that neither the Union and its agents, nor its members individually or collectively, will authorize, instigate, cause or take part in any strike, sick out, work stoppage, picketing, sit-down, slowdown, or any other will curtailment or restriction of the Employer's operation during the term of this Agreement.

The Employer agrees that there shall be no lockout of employees during the term of this Agreement.

**ARTICLE 27**  
**PICKET LINE OBSERVANCE**

It shall not be a violation of this Agreement nor a cause for discharge, disciplinary action, or permanent replacement for any employee covered by this Agreement to refuse to go through or work behind any picket lines established because of a primary strike sanctioned by the Employer, Labor Management Committee, local county labor council, or the Washington State Labor Council of the AFL-CIO.


**ARTICLE 28  
TERM AND AGREEMENT AND SIGNATURE PAGE**

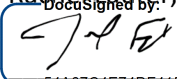
This Agreement shall be effective as of May 14, 2021, and shall continue in full force and effect through December 31, 2022, and shall be automatically renewed from year to year unless either party serves notice, in writing, at least sixty (60) days prior to the expiration date of a desire to change, modify or terminate this Agreement. In the event either party serves notice with respect to changes in or modification or termination of the Agreement, it is agreed that the parties shall begin negotiations promptly.

**IN WITNESS WHEREOF, the Parties hereto have executed this Agreement:**  
6/3/2021

Dated: this \_\_\_\_\_ day of May \_\_\_\_, 2021.

**FOR WORKING WASHINGTON/FWC:**

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Rachel Lauter, Executive Director

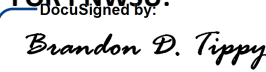
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Josh Fogt, Operations Director

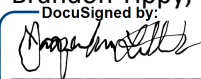
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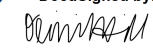
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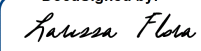
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**FOR PNWSU:**


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Brandon Tippy, President


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Jacqueline Littleton, Chapter President


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Olivia Hill, Bargaining Team

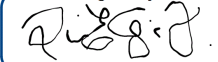
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Shawn R. Dhanani, Bargaining Team


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Karina Kaiwi, Bargaining Team

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Ricardo Rodriguez, Bargaining Team

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Hyang Mia Kelly, Bargaining Team

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Emily Grove, Bargaining Team

**APPENDIX A.1  
CLASSIFICATION AND SALARY SCALE  
EFFECTIVE JANUARY 1, 2021 THROUGH DECEMBER 31, 2021**

Classification / Step (Salaried OT Exempt)	1	2	3	4	5	6	7
<b>Range 1</b> Staff Attorney	\$66,000.00	\$69,300.00	\$72,765.00	\$75,675.60	\$78,702.62	\$81,850.73	\$85,124.76
<b>Range 2</b> Data & Grants Operations Coordinator Organizer* Outreach/Education Coordinator	\$53,000.00	\$55,650.00	\$58,432.50	\$60,769.80	\$63,200.59	\$65,728.62	\$68,357.76
<b>Range 3</b> Senior Organizer Senior Outreach/Education Coordinator	\$65,000.00	\$68,250.00	\$71,662.50	\$74,529.00	\$77,510.16	\$80,610.57	\$83,834.99
<b>(Hourly OT Eligible)</b>							
<b>Range 4</b> Outreach Team Specialist	\$50,003.20 \$24.04	\$52,503.36 \$25.24	\$55,128.53 \$26.50	\$57,333.67 \$27.56	\$59,627.02 \$28.67	\$62,012.10 \$29.81	\$64,492.58 \$31.01
<b>Range 5</b> Paralegal Outreach Team Lead	\$53,000.00 \$25.48	\$55,650.00 \$26.75	\$58,432.50 \$28.10	\$60,769.80 \$29.22	\$63,200.59 \$30.38	\$65,728.62 \$31.60	\$68,357.76 \$32.86

\*At the point in which an identified employee tops out on range 2, they shall move to range 3 (senior) on their following anniversary date. Employees will be placed at the step on the senior scale that would provide them a minimum of 5% increase.

*Note: Current job title 'Domestic Worker Campaign' modified to Organizer (Range 2)*

*Current employees will be evaluated for step placement and if appropriate, modify step placement.*

*Employees will move to the next step on the scale upon reaching their annual anniversary step.*

**APPENDIX A.2**  
**CLASSIFICATION AND SALARY SCALE**  
**EFFECTIVE JANUARY 1, 2022 THROUGH DECEMBER 31, 2022**

**2022:** Effective on January 1, 2022, each step on the wage and salary schedule shall be improved by two (%2.0) percent or the November to November CPI-U for the greater Seattle/Tacoma/Bremerton area, whichever is higher.



APPENDIX B



Pacific Northwest Staff Union
Application for Membership

I hereby request and accept membership in Pacific Northwest Staff Union (herein PNWSU) and authorize my employer, and any subsequent employer who has entered into a Collective Bargaining Agreement with PNWSU, to deduct the correct amount of dues and fees and remit such dues and fees to the PNWSU. I authorize PNWSU to act as my exclusive representative in collective bargaining over wages, benefits, and working conditions. I accept the rights and responsibilities and benefits of Union Membership and I agree to abide by PNWSU's Constitution and Bylaws (a copy of which may not have been provided at the time of my signature but is available to me upon request).

Name (Print): \_\_\_\_\_

Home address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Home E-mail: \_\_\_\_\_

Employer: \_\_\_\_\_

Work E-Mail: \_\_\_\_\_

Job Classification \_\_\_\_\_ Date of Hire \_\_\_\_\_

Authorization for Payroll Deduction:

I hereby request and authorize my employer to deduct from my wages all Union dues or fees as shall be certified by PNWSU in an amount equal to the regular monthly dues or fees uniformly applicable to members of PNWSU and of the specific PNWSU Chapter in which I am a member. This authorization is made in consideration for the cost of representation and other actions on my behalf by my Union. If this option is no longer available, I authorize the Union to contact me for an alternative payment method. This authorization shall remain in effect and shall be irrevocable unless I revoke it by sending written notice via US Mail to both the employer and PNWSU during the period not less than thirty (30) days and not more than forty-five (45) days before the annual anniversary date of this agreement or the date of termination of the applicable contract between the employer and PNWSU, whichever occurs sooner. This authorization shall be automatically renewed from year-to-year unless I revoke it in writing during the window period as stated above.

I certify that this authorization is made freely and without any interference, restraints or coercion from any person or persons whatsoever.

Signature

Date

## Union Security Notice

As a member driven, democratic organization, Pacific Northwest Staff Union (“PNWSU” or “the Union”) is funded by the members who make up the organization. Any employee working under a PNWSU collective bargaining agreement is entitled to hold membership in the Union. Being a member in good standing means that you must meet your financial obligations and pay the full periodic dues of the Pacific Northwest Staff Union as specified in the Union’s Constitution and Bylaws. Union members – and only Union members – are entitled to elect, run for, and hold executive chapter and parent organization positions, elect or serve as shop stewards, attend union calls and meetings, ratify collective bargaining agreements, and vote on constitutional changes – including, but not limited to, changes to our dues structure. As staff of a Labor organization, we strive for and value full union participation and encourage all staff to sign the Application for Membership and authorize payroll deductions.

Employees who prefer not to become a member of the Union and to forfeit the benefits of union membership have the right to do so. Each non-member working under a Union Security or Agency Fee agreement, however, is still required to pay the periodic fees to the Union as a condition of employment up to an amount that is equal to the amount of regular membership dues – otherwise known as “fair share fees” which are necessary for sustaining the Union’s ability to fulfill our duty of fair representation and to support our collective bargaining power on behalf of all employees – member or non-member.

Further, each non-member has the right to object in writing to the Union in compliance with the Supreme Court decision, *CWA v. Beck*, which allows non-union members paying money to the Union under a Union Security agreement to file objections to nonrepresentational-related expenditures of the fees they pay under those agreements. This reduced fee is called an “Objector Fee.” Non-members additionally have the right to obtain from the Union sufficient financial information to enable them to decide whether to object to paying for expenses unrelated to representational matters, to challenge the Union’s calculation of such fees, to have those challenges resolved promptly by a neutral, third party arbitrator, and to be informed of the procedures for filing and resolving such challenges. Any objections must be made in writing and signed by yourself and sent to PNWSU, 1700 N. State Street, Suite 202, Bellingham, WA 98225 stating that you object to financial support of activities unrelated to collective bargaining negotiation and representation. The letter must include your name, mailing address, Union chapter, telephone number where you can be easily reached, and email address. The Union will continue to represent Objectors fairly and will send you a periodic fee notice.

**APPENDIX C  
SIDE LETTER  
LONGEVITY RECOGNITION INCENTIVE**

Whereas the Employer and the Union recognize the complex, high-stress, high-demand, and challenging nature of the work, and

Whereas the Employer and the Union have a mutual interest in retaining employees, and

Therefore the Employer and the Union agree employees will be granted additional days off upon the completion of years of service as described in the table below:

At the completion of the fifth year of employment with the Employer and every five (5) years of service thereafter (*once after 5 years, once after 10 years, once after 15 years, etc*), staff will be granted (forty) 40 workdays and the corresponding weekends of additional paid time off, to be taken all at once. The employee may add an additional twenty (20) days of accrued vacation time for a total paid time off of sixty (60) workdays, if they so choose. The purpose of this additional leave entitlement is to ensure staff have time to mentally reset, which in turn enhances the ability of employees to fight for working people's rights. Staff will meet with supervisors within one month prior to their appropriate anniversary date to schedule their longevity time off.

Longevity paid days off shall be scheduled with the Employer at least twelve (12) months in advance to give both employee and the Employer time to prepare for the extended leave.

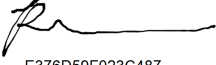
Every employee who takes longevity leave does so with a commitment to return to work for at least one (1) year following the end date of the leave period (including vacation or other leave times used). If the employee leaves the Employer for any reason other than layoff during the one year following the end date of the sabbatical, the salary paid to the employee during the leave must be repaid in full, provided the amount shall be pro-rated based on the remainder of time between when the employee returned and the full year after the leave ended. The employee will not be required to repay longevity leave if the employee's separation derives from a layoff initiated by the Employer, family emergencies, work related injury/illness, non-work-related medical emergencies/conditions, required family relocation. The Employer may, in its discretion, waive this repayment requirement. If the employee does not return to work with the Employer at the end of the leave period, the employee will be terminated unless otherwise agreed to by the Employer, and such termination shall be deemed with just cause.

During the longevity leave period, all regular employee benefits in effect at the commencement of the leave period shall be maintained, and the Employer's required portions shall be paid by the Employer to the extent permissible by the Employer's insurance carriers.

Longevity paid days off shall be treated as additional vacation days, but shall not be subject to cash-out upon termination or separation of employment. Such days are intended to allow an employee to take an extended period of time off and may be bridged with regular vacation or personal holiday days.

This Side Letter shall be supplemental to the Collective Bargaining Agreement between the Union and the Employer and shall be effective upon ratification of the 2021 CBA through December 31, 2026 and will thereafter renew simultaneous to the CBA unless the parties mutually agree otherwise.

**FOR WORKING WASHINGTON/FWC:**

DocuSigned by:  


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Rachel Lauter  
Executive Director

**FOR PNWSU:**

DocuSigned by:  


19A9CE51578940B...  
Brandon Tippy  
President

**APPENDIX D**  
**Letter of Agreement**  
**by and between**  
**Pacific Northwest Staff Union**  
**and**  
**Working Washington – Fair Work Center**

**COVID-19**

The Pacific Northwest Staff Union (herein PNWSU) and Working Washington – Fair Work Center (herein Employer) enter into the following agreement in response to ongoing health concerns presented by the COVID-19 virus. Coronavirus disease 2019 (COVID-19) is a respiratory illness that can spread from person to person.

Whereas, the duration of the current Coronavirus/COVID-19 global pandemic is unknown, and the impacts remain significant; and

Whereas, local, regional, state, and national public health mandates and guidance continue to change; and

Whereas, due to current public health concerns, the Employer continues to assign work to staff in a remote/online model and will gradually return staff office locations of the Employer and site-based field work when it is deemed safe to do so; and

Therefore, the PNWSU and the Employer hereby confirm the following agreements related to the unprecedented COVID-19 virus outbreak:

**Remote Work**

During the stated period of emergency as declared by the Governor of Washington State for COVID-19, employees shall be assigned to work remotely. Any exceptions will be discussed and mutually agreed with the Union.

The Employer and the Union will discuss the process for reopening the office and/or in-person canvassing or field work. All employees will be provided at least thirty (30) calendar days' notice prior to the reopening of the office or any in-person canvassing or other field work.

***(Proposed in Art 7 Pending)*** Under certain circumstances remote work may provide opportunities to achieve organizational goals while balanced with continuing to build a member centered organizational culture. Bargaining unit employees may request and be approved to work remotely in instances when working remotely results in an increased ability to reach organizational outcomes or as a short-term accommodation to allow for personal necessity.

Bargaining unit members will work with their supervisors ensure that remote work does not interfere with meeting individual and organizational goals.

**Equipment and Office Supplies**

While working remotely, employees may request and be granted appropriate equipment, office supplies, and other necessary supports for the purpose of providing employees with the resources necessary to work remotely.

**Bereavement Leave**

Should a person important to an employee, as defined by section 11.1 Bereavement Leave, pass away during the stated period of emergency as declared by the Governor of Washington State for COVID-19, employees shall be eligible to utilize bereavement leave as defined by Section 11.1 Bereavement Leave in the CBA at a time convenient and safe to the employee, friends and family of the deceased.

**Quarantine During COVID-19**

The Employer may require an employee to quarantine if, (1) the Employer has a reasonable belief the employee has been recently exposed to the virus or (2) a public health official or other governmental authority of competent jurisdiction so orders the Employer to quarantine the employee.

If an employee is required to stay out of the work place by the Employer for potential risk of exposure to COVID-19, the Employer shall compensate the employee with paid administrative leave, or assign the employee to work remotely during the quarantine period. Such paid leave will be for all scheduled hours from the time/date the employee is sent home until such time the employee has been authorized to return to work by the Employer. Hours spent on paid administrative leave shall still count towards employee benefits such as healthcare, paid leave time accrual (*vacation, sick leave, etc*), etc.

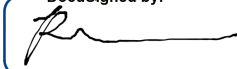
**Vaccination**

The Employer will release employees, with pay, to attend vaccination appointments.

If an employee experiences any adverse side effects from receiving the COVID-19 vaccine the employee will be placed in paid leave status during recovery time. The employee will experience no loss of pay or accrued time off during this recovery period.

This Agreement shall be in full force and effect upon ratification and approval by both parties.

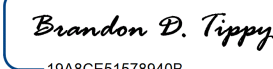
For Employer:



Rachel Lauter,  
Executive Director

Date: 6/3/2021

For PNWSU:



Brandon Tippy,  
President

Date: 6/3/2021