



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CORNISH COLLEGE OF THE ARTS

AND

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

**FOR THE PERIOD OF
JULY 25, 2023 THROUGH AUGUST 31, 2025**

COLLECTIVE BARGAINING AGREEMENT

CORNISH COLLEGE OF THE ARTS

THIS AGREEMENT is made and entered into at Seattle, Washington this 25th day of July 2023, by and between CORNISH COLLEGE OF THE ARTS, hereinafter referred to as the EMPLOYER and OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL NO. 8, AFL-CIO, hereinafter referred to as the UNION, for the purpose of fixing the minimum wage scale, schedule of hours, and general rules and regulations between the EMPLOYER and the UNION, and to clearly define mutual obligations between the parties hereto.

PREAMBLE

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

NOW THEREFORE, be it mutually agreed to as follows:

ARTICLE 1

RECOGNITION OF THE UNION

Section 1.1 CURRENT BARGAINING UNIT The Employer recognizes the Union as the sole and exclusive collective bargaining agent with respect to rates of pay, hours and all other terms and conditions of employment. The bargaining unit contains the positions listed in the wage chart attached to this Agreement employed by the Employer excluding managers, confidential employees, and supervisors as defined in the National Labor Relations Act (NLRA).

Section 1.2(a) NEW JOB CLASSIFICATIONS The Employer shall notify the Union of any future job classifications(s) that may be appropriate to the bargaining unit.

This notice shall include the proposed job title, job description, job duties, qualifications and pay range and will indicate whether the Employer believes the new classification is appropriate for inclusion in the OPEIU bargaining unit.

If the Union does not agree with the Employer's decision regarding whether or not to include the classification in the bargaining unit, the Union shall submit a written notice of objection within fourteen (14) calendar days of being notified of the new classification. If requested, the parties shall then meet to discuss whether or not the new classification should be included in the bargaining unit. Should the parties be unable to agree as to whether or not a newly created classification should be included in the bargaining unit, either party may file an appropriate petition with the National Labor Relations Board.

Section 1.2(b) CHANGES TO JOB CLASSIFICATIONS The Employer will notify the Union in writing when duties of bargaining unit job classifications are substantially changed and/or when duties of bargaining unit job classifications are transferred to non-bargaining unit positions. Such written notice will be provided to the Union at least thirty (30) calendar days prior to the effective date of such change or transfer of the duties of currently represented job classifications. This notice shall include the proposed job title if to be changed, job description, job duties, qualifications and pay range of the job classification changed.

ARTICLE 2

UNION SECURITY AND MEMBERSHIP

Section 2.1 UNION SECURITY AND MEMBERSHIP The Employer agrees that all employees covered under this Agreement except those who opt out as religious objectors, shall, as a condition of employment, thirty-one (31) calendar days from the effective date of this Agreement, become and remain members of the Union in good standing. A religious objector is an employee who asserts a right of non-association based on bona fide religious tenets of a religious body of which the employee is a member and will pay an amount of money equal to regular dues and initiation fees uniformly required of Union members, which the employee will pay to a non-religious charity mutually agreed upon by the employee and Union.

Section 2.2(a) The Employer further agrees that all new employees hired subsequent to the effective date of this Agreement shall, as a condition of employment, thirty-one (31) calendar days from the date of employment become and remain members of the Union in good standing, except those who opt out as religious objectors.

Section 2.2(b) The Union shall notify the Employer in writing that an employee has failed to acquire and maintain membership in the Union and shall provide the Employer with a copy of the final notice to the affected employee that they have not acquired and maintained membership in the Union as required by this Article. In the event the employee fails or refuses to tender the dues and fees on which they are delinquent within thirty (30) calendar days of receipt by the Employer of such notice, the Employer shall discharge said employee. The aforementioned time periods may be extended by mutual agreement of the Employer and the Union.

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

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

Section 2.3 PRESENT CONDITIONS Should the Union become aware of an employee who, prior to the date of this Agreement, was receiving more than the rate of wages, vacation, or

any other enhanced benefit than designated in this Agreement for the work in which the employee was engaged, the Union will notify the Employer and the parties will meet to address and resolve the issue.

Section 2.4(a) UNION ACCESS The Union Representative shall be allowed admission to the Employer's premises covered by this Agreement at any reasonable time, for the purpose of investigating conditions relating to this Agreement, provided that notification is provided to Human Resources in advance and the admission does not disrupt the Employer operations.

Section 2.4(b) UNION NEW MEMBER ORIENTATION A Union Steward and/or Union Representative will be allowed to meet with new bargaining unit employees for thirty (30) minutes on work time.

Section 2.5 NEW MEMBER PACKETS Upon hire, the Employer will provide all new employees an OPEIU New Member Packet, which includes a copy of the Union Contract and Membership Application. The Union will provide these packets to the Employer.

Section 2.6 SHOP STEWARDS The Employer shall recognize designated Union Shop Stewards as duly accredited Union representatives. The Union will inform the Employer in writing of the names of all Stewards. Attendance by the Union Shop Steward in investigatory and grievance meetings with the Employer will be paid and considered time worked when such meetings are during the Steward's regular work schedule. Union Shop Stewards will notify their supervisor in advance of the need for paid release time and ensure it does not disrupt Employer operations. Such requests shall not be unreasonably denied.

Section 2.7 UNION COMMUNICATION The Union shall be allowed the reasonable use of work email and the Cornish College intranet – Cornish Compass, for the purpose of posting Union notices relating to general Union activity and education. Use of College email and intranet shall comply with applicable College policies, and shall be identified as a Union communication.

ARTICLE 3

MANAGEMENT RIGHTS

Section 3.1 Except as limited by other provisions of this Agreement and applicable law, it is recognized that the Employer has and will continue to retain rights and responsibilities to operate and manage Cornish College And include the right to:

1. require standards of performance;
2. direct employees in the performance of their work;
3. determine job assignments and working schedules;
4. determine the materials and equipment to be used;

5. implement improved or different operational methods and procedures;
6. determine staffing requirements;
7. determine the kind and location of facilities;
8. determine whether the whole or any part of its operation shall continue to operate;
9. select and hire employees;
10. determine when and how much overtime must be worked;
11. employ temporary employees;
12. determine the skills, abilities and competency of its employees;
13. discipline or discharge employees for just cause;
14. lay off employees for lack of work or budget constraints;
15. promulgate reasonable rules, regulations and personnel policies.

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

ARTICLE 4

HIRING AND TERMINATION

Section 4.1 JOB POSTING Notice of all job vacancies within the bargaining unit shall be emailed to employees for a period of at least five (5) working days to allow employees to review and apply for the vacancy. The Employer reserves the right to post exclusively internally or to post simultaneously internally and externally. The Employer will interview all internal applicants who submit timely applications and meet the minimum requirements for the position. The Employer reserves the right to select the most qualified candidate from any internal and external applicants for any vacancy. Seniority shall be given consideration along with the requirements of the Employer in filling job vacancies. Seniority within classification shall apply when occupational qualifications are equal. The Employer is committed to helping employees in their career development by providing feedback to employees who are not selected for a vacancy, upon request.

Section 4.2 BRIDGE OF SERVICE To be eligible for bridge of service, an employee must have originally worked for at least twelve (12) consecutive months and resigned their employment with proper notice or were laid off and are eligible for rehire. If the employee is rehired within one (1) calendar year, they will be credited for their previous time worked when placed on the appropriate wage scale step and accrual rate of personal leave.

Section 4.3 NOTIFICATION The Employer shall notify the Union of new employees by the fifteenth (15th) of each month; provided that, the employees are covered under Article 1, giving the employee's name, address, date of birth, job classification, rate of pay, date of hire, work email address, personal email address and personal phone number. The Employer shall also provide a list of any terminations within the bargaining unit.

Section 4.4 PROBATION PERIOD Any employee who has been hired by the Employer shall be considered a probationary employee during the initial six (6) months of continuous employment. During the probationary period, employees may be discharged without just cause and without recourse to the grievance procedure. The Employer retains the right to extend the length of the probationary period for up to three (3) months based on mutual agreement with the Union.

Any employee promoted to a higher position shall be placed in the job for a trial period of ninety (90) calendar days. If the employee does not successfully pass the trial period, they shall be returned to their most recently held position without any loss of seniority at the wage rate appropriate for the position they are returning to.

Section 4.5 PROGRESSIVE DISCIPLINE/JUST CAUSE No regular employee shall be disciplined or discharged except for just cause. The Employer shall use a uniform progressive discipline system which shall include written warnings, probation and/or suspensions up to and including termination. Verbal counseling is a tool for improving performance and is not disciplinary. The level of discipline imposed is based on the act that led to discipline. The principles of just cause apply at all levels of discipline. The employee may request union representation to be present in an investigatory or disciplinary meetings per Section 4.5. Upon termination, an employee shall receive written notice from the Employer or Employer's agents stating the cause of termination.

Section 4.6 DISCIPLINE NOTICES All progressive discipline shall be put in writing and a copy of all written disciplinary actions shall be given to the employee at the time the formal corrective action is applied. The employee shall be asked to sign the written disciplinary action for the purpose of acknowledging receipt, but the employee's signature shall not be construed as an admission of guilt or concurrence with the reprimand. If an employee refuses to sign, a notation will be made to that effect. An employee shall be given the opportunity to read, sign and attach a written response to any disciplinary notice placed in their personnel file.

Section 4.7 MAINTENANCE OF DISCIPLINARY RECORDS Records of disciplinary actions will be considered a part of the employee's personnel file. Written warnings will be deemed too old for purposes of progressive disciplinary actions after twelve (12) months from the date that such notice is placed in the employee's personnel file unless another just cause discipline for similar reason(s) occurs within the twelve (12) months.

Section 4.8 PERSONNEL FILES Employees may examine their personnel files during working hours by scheduling time with a member of the Human Resources staff.

Section 4.9 PERFORMANCE EVALUATIONS The work performance of regular employees is evaluated on an annual basis by their immediate supervisor(s). The purpose of the

performance evaluation is for employees to receive individual feedback on their overall work performance, progress, results, and achievements during the previous twelve (12) months, as well as to set goals for the upcoming year. Human Resources will provide a standard system to process such evaluations.

Section 4.10 EMPLOYEE RIGHTS An employee may have the Union Representative and/or Shop Steward present at any disciplinary meeting with management representatives or where an employee reasonably believes an investigation will result in disciplinary action. The Employer will inform an employee prior to such a meeting that it is an investigatory meeting which may lead to disciplinary action. If the employee desires Union representation at such a meeting, the employee shall notify the Employer at that time and shall be provided reasonable time to arrange for Union representation at the meeting. In no event shall the meeting be called on the employees scheduled day off except by mutual agreement.

Section 4.11 TERMINATION NOTICE Termination notice or pay in lieu thereof shall be as follows for regular and probationary employees, except in cases of termination for just cause:

Employed less than sixty (60) calendar days	no advance notice required
Employed more than sixty (60) calendar days and less than 365 calendar days	1 week's notice or 1 week's pay
Employed 365 calendar days or more	2 week's notice or 2 week's pay

Section 4.12 EMPLOYER POLICIES To the extent that Cornish College of the Arts employment policies are not in conflict with this Agreement, they will be accepted as working policy. Where a conflict exists, the Agreement shall prevail. The Union shall be given a copy of these personnel policies upon request. Any newly created policies or proposed modifications to existing policies will be provided to the Union at least thirty (30) calendar days prior to implementation unless impractical for legitimate operational reasons which shall be immediately shared by written notification to the Union or the parties agree otherwise and shall be subject to negotiations if appropriate.

ARTICLE 5

SENIORITY

Section 5.1 APPLICATION Where skill, performance on the job, ability and experience are determined by the Employer to be substantially equal, seniority as defined below will be the determining factor in layoffs, rehires, approval of Paid Time Off (PTO) requests, shift bidding, and transfer opportunities. Transfer opportunities may be offered by the Employer when there is a vacancy in the same job title that an employee holds.

Section 5.2 ACCRUAL OF SENIORITY Seniority is defined as an employee's continuous employment from the most recent date of hire or rehire within the bargaining unit, including time spent on any approved leave of absence, medical leave, military leave, job-injury leave or maternity leave that occur during employment.

Section 5.3 LOSS OF SENIORITY An employee shall lose their seniority rights for any one of the following reasons: voluntary termination, discharge for cause or failure to report from layoff within ten (10) working days after notification to report back to work. Notice shall be sent by email and regular mail to the employee's last known address.

Section 5.4 LAYOFF A layoff is defined as a permanent or prolonged reduction in the number of employees employed in a particular job classification by the Employer under this Agreement. The Employer will give as much notice to the affected employee(s) and the Union as possible, and will give at least thirty (30) calendar days' notice unless there is an immediate loss of funding.

Section 5.5 RECALL FROM LAYOFF Employees who are laid off will have recall rights to positions in the job classification from which they were laid off for up to twelve (12) consecutive months following their layoff. Notification to report back to work will be sent by regular first class mail and email to the employee's last known address. Employees are responsible for keeping the Employer advised of where notices of recall should be sent. The Employer will provide the Union a copy of the recall notice.

Section 5.6 SEVERANCE Employees involuntarily laid off shall receive one (1) week of pay for every year of service up to a total of thirteen (13) weeks. Employees employed for less than one (1) year shall also receive one (1) week of pay.

ARTICLE 6

HOLIDAYS

Section 6.1 PAID HOLIDAYS The following holidays are recognized by the Employer for full and part-time employees:

New Year's Day	January 1
Dr. Martin Luther King Jr. Day	3rd Monday of January
President's Day	3rd Monday of February
Memorial Day	4th Monday of May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1st Monday of September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday of November
Day After Thanksgiving	4th Friday of November
Christmas Day	December 25

For full-time nonexempt employees each holiday is eight (8) hours, and for part-time nonexempt employees each holiday is four (4) hours. Academic-year staff are paid only for those holidays that occur during their regularly scheduled appointment.

Section 6.2 HOLIDAY PAY Non-exempt employees required to respond to a workplace emergency on a holiday listed above in Section 6.1 shall be paid time and one-half of their

regular rate of pay for the hours worked, in addition to their holiday pay. Non-exempt employees required to work on a holiday listed above in Section 6.1 for other reasons will take corresponding time off on a date mutually agreed to by their supervisor. Exempt employees may take another day off if required to work a holiday.

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

Section 6.4 WINTER BREAK The College closes between Christmas and New Year's as a paid leave for full and part-time staff. Each year the dates of closure differ depending on how the holidays of Christmas and New Year's Day fall on the calendar. On years when Christmas Day or New Year's Day fall on a weekend, the Friday before or the Monday following will be observed. Employees required to work during winter break will take corresponding time off on a date mutually agreed by their supervisor.

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

Section 6.6 FLOATING HOLIDAYS Each full-time employee shall receive two (2) floating holidays and each part-time employee shall receive one (1) floating holiday per leave year. Eligible employees must complete three (3) months of employment to be eligible for floating holidays. Floating holidays are forfeited if not used by August 31.

Upon hire, floating holidays are prorated as follows for regular full-time staff:

- If an employee is hired between September and February, the employee receives two (2) floating holidays.
- If an employee is hired between March and August, the employee receives one (1) floating holiday.

For full-time nonexempt employees each floating holiday is eight (8) hours, and for part-time nonexempt employees each floating holiday is four (4) hours.

ARTICLE 7

PAID TIME OFF (PTO) AND LEAVES

Section 7.1 PTO The leave year for Paid Time Off (PTO) runs from September 1 to August 31. Regular full and part-time employees working at least twenty (20) hours per week are eligible for PTO. PTO may be used for vacation time or sick leave and can only be used on scheduled workdays. Non-exempt employee PTO can be used in quarter (1/4) hour increments.

Section 7.1(a) ACCRUAL RATES PTO accrual is based on the number of continuous years

of regular employment with the Employer at the time of accrual. Regular non-exempt employees begin accruing PTO on their date of hire and are eligible to begin using it upon the completion of three (3) months of service.

Years of Continuous Employment	Amount (full-time, full year)
0-2	144 hours
2-5	184hours
5 or more	224 hours

Exempt employees receive their annual allotment on September 1 of each year. Nonexempt employees receive an accrual per straight time hour paid, prorated based on their annual accrual amount.

Section 7.1(b) PTO MAXIMUM BALANCE Employees may accumulate PTO up to a maximum balance equivalent to their annual accrual amount, at which point no additional PTO will accrue.

Section 7.1(c) PTO SCHEDULING PTO must be requested as far in advance as possible and is subject to approval by a supervisor, except when used as sick leave. When PTO is used as sick leave, the employee must notify their supervisor of the duration of their absence, and verification of use for an authorized sick leave purpose may be required after three (3) days of absence. If the need for use as sick leave is foreseeable, the employee must request the leave at least ten (10) days prior or as soon as practicable.

Section 7.1(d) PTO CASH OUT PTO may be cashed out at separation of employment, provided the employee has completed at least one year of employment and provided the employee has given the Employer at least two weeks’ notice. When notice is given, PTO may not be used as vacation during the last ten (10) working days of employment. Additionally, the last day of employment must be a normally scheduled workday, not a scheduled holiday. PTO cash out is calculated for eligible employees according to years of continuous employment as follows:

Years of Employment	Payout Percentage
less than one year of continuous service	0%
one year up to two years of continuous service	60%
two years up to three years of continuous service	70%
three years up to four years of continuous service	80%
four years up to five years of continuous service	90%
five or more years of continuous service	100%

Cash out of exempt employees’ PTO is prorated for the time actually worked during the leave year.

Section 7.1(e) PTO FOR SICK LEAVE USAGE Employees who must be absent shall promptly notify the Employer of their inability to report for work so that necessary adjustments

in work assignments can be made to assure orderly continuity of the Employer’s business. Employees are authorized to use PTO as sick leave for the following reasons:

- An absence resulting from the employee’s mental or physical illness, injury, or health condition; to accommodate the employee’s need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee’s need for preventive medical care;
- To allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care;
- When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason.
- For absences that qualify for leave under the domestic violence leave act chapter 49.76 RCW.

For purposes of this section, "family member" means: (a) a child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status; (b) a biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; (c) a spouse; (d) a registered domestic partner; (e) a grandparent; (f) a grandchild; or (g) a sibling.

Section 7.2 BEREAVEMENT Any regular employee suffering a death in the immediate family shall be allowed up to five (5) working days leave from work with pay, at the regular rate. Member of the immediate family is defined as father, mother, sister, brother, wife, husband, domestic partner, son, daughter, stepparents, stepchildren, in-laws, grandchildren, grandparents, or close family type relationship. Exceptions to “immediate family” will be considered at the discretion of Human Resources and won’t be unreasonably denied.

Section 7.3 CITY, STATE AND FEDERAL LEAVES The Employer will apply all City, State or Federal mandated leave, including:

1. Family and Medical Leave Act (FMLA) (29 U.C §2601 et seq.)
2. Washington Medical Leave Act (RCW 49.78).
3. Family Care Act Leave (RCW 49.12.265).
4. Pregnancy Disability Leave (RCW 49.60).
5. Military Leave (RCW 73.16 and 39 USC §§ 4301 et.seq.).
6. Leave for Victims of Domestic Violence, Sexual Assault and Stalking (RCW 49.76).

7. Leave for Spouses of Deployed Military Personnel (RCW 49.77).
8. Leave for Certain Emergency Services Personnel (RCW 49.12.460).
9. Washington State Paid Sick Leave Law (Initiative 1433).

Section 7.4 WASHINGTON PAID FAMILY & MEDICAL LEAVE The Employer complies with the Washington State Paid Family and Medical Leave (WPFML) program. Premiums are established by the State of Washington. Employees pay the designated employee share via payroll deduction and the Employer pays the designated employer share.

Section 7.5 MILITARY LEAVE Leave requests for military duty shall be granted as required by federal and state law.

Section 7.6 JURY DUTY Employees who are called for service on a jury or subpoenaed to be a witness shall be excused from work for the days on which they serve, and released with pay for up to two (2) calendar weeks per calendar year at straight time, less any fee received for such service.

Section 7.7 UNION BUSINESS LEAVE The Employer shall allow Union-designated bargaining unit employees to attend Union sponsored events, conferences and/or trainings, subject to Section 7.2(c) PTO Scheduling. Employees may use unpaid time off in lieu of accrued PTO.

The Employer will provide paid release time for up to five (5) Union contract negotiation team members for contract negotiation meetings with the Employer.

Section 7.8 INCLEMENT WEATHER If the College President closes the College due to inclement weather, the Employer reserves discretion to assign employees to work from home or be placed on temporary paid leave. If the College is open and an employee chooses not to work or is unable to report to work due to personal circumstances such as inability to commute safely, the employee may use PTO, go unpaid or make arrangements to make-up the time with their supervisor.

ARTICLE 8

DEFINITIONS

Section 8.1 REGULAR FULL-TIME EMPLOYEES Employees scheduled to work forty (40) hours per week.

Section 8.2 REGULAR PART-TIME EMPLOYEES Employees scheduled to work less than forty (40) hours per week.

Section 8.3 TEMPORARY EMPLOYEES Employees hired for a specified length of time to work part or full-time and have an end date to their assignment to cover workload fluctuations, emergency situations, employee absences or special projects of limited duration in the bargaining unit, not to exceed six (6) months. A temporary employee whose employment exceeds six (6) months in a twelve (12) month period shall become part of the bargaining unit

and shall be covered by the terms and conditions of this Agreement. The Employer agrees that temporary employees shall not be hired for the purpose of displacing regular full-time employees or avoiding filling full-time or regular part-time positions.

Section 8.4 FULL YEAR Employees who are scheduled to work year-round.

Section 8.5 ACADEMIC YEAR Employees who are scheduled to work less than a full year, based on the academic year.

Section 8.6 NON-EXEMPT EMPLOYEE Employees who are paid on an hourly basis and are eligible for overtime pay.

Section 8.7 EXEMPT EMPLOYEES Employees paid on a salary basis and who are not eligible for overtime pay in accordance with federal or state law.

ARTICLE 9

IMPACTS OF TECHNOLOGICAL CHANGE

Section 9.1 LOSS OF POSITIONS When positions change as a result of implementation of new technologies and such changes could result in the layoff of employees, the Employer shall fill those positions with current employees who have expressed a desire to perform in the new positions, and where the Employer has a reasonable expectation that the employee is capable of effectively performing in the new position. If a current employee is not selected to fill the position, the Employer shall make efforts to transfer the employee to a comparable job within the College. Such efforts could include the necessity for some on-the-job training.

Section 9.2 TRAINING FOR NEW JOB REQUIREMENTS If a job duty alters because of changes imposed by automation or software modifications, the Employer will provide training on paid time at the Employer's expense related to the new requirements of the job. This provision does not require the Employer to train employees to perform duties that are not a requirement of the employee's job.

Section 9.3 PROFESSIONAL DEVELOPMENT AND CONTINUING EDUCATION

Beginning September 1, 2023, the Employer will budget \$250 per full-time bargaining unit employee each September 1 to be placed in an Employee Continuing Development Fund for use that year (September 1 to August 30). The funds will be available for necessary tuition, registration, transportation, lodging, books, and/or supplies for professional development and continuing education. Unused funds do not roll over to the following year. No later than September 1, 2023, a Professional Development and Continuing Education Committee will be created with two Union representatives and two Employer representatives to review applications and recommend funding of such requests for the year. Recommendations are subject to approval by the Employer.

ARTICLE 10

HOURS OF WORK

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

Section 10.2 NON-EXEMPT EMPLOYEES (HOURLY)

Section 10.2(a) Hours of work of non-exempt employees are determined by the Employer based on the department need. The employee's hours are determined by the requirements of the position as stated in the job description. Employees wishing to work flexible hours may do so with their supervisor's prior approval.

Section 10.2(b) OVERTIME Non-exempt employees shall earn overtime pay at a rate of one and one-half (1 ½) times their regular rate of pay for hours worked in excess of forty (40) hours a workweek. All overtime must be approved for non-exempt employees in advance whenever possible, by the employee's supervisor. All overtime must be reported.

Section 10.2(c) CALL BACK PAY An employee ordered to return to work in person unexpectedly while off-duty shall receive a minimum of two (2) hour's callback pay at the appropriate rate of pay. An employee required by the Employer to work remotely while off-duty (for example by telephone) for more than a few minutes shall receive a minimum of fifteen (15) minutes pay at the appropriate rate of pay.

Section 10.3 MEAL BREAKS Non-exempt employees may choose to take either a thirty (30) minute or one (1) hour meal break upon mutual agreement between the employee and their supervisor, which starts not less than two (2) hours nor more than five (5) hours after the start of the workday. Meal breaks are unpaid if the employee is relieved of all job duties during the break. Meal breaks are arranged with the employee's supervisor. Employees may waive their meal break with prior approval of their supervisor. If an employee is required to work three (3) or more hours longer than their normal workday, the employee shall be permitted to take an additional thirty (30) minute unpaid meal break prior to or during the overtime period.

Section 10.4 REST PERIODS All full-time employees are provided with two (2) fifteen (15)-minute rest periods during their day; the first before the meal break and the second after the meal break. Rest periods may be taken intermittently (a few minutes here and there) or in a block. Part-time employees may take one fifteen (15) minute rest period for each four (4) hours worked. Rest periods are paid and included as part of the scheduled work hours. Rest periods must be taken prior to the end of the workday.

Section 10.5 EXEMPT EMPLOYEES (SALARIED) The workweek for exempt regular full-time employees is generally forty (40) hours per week. Exempt employees are expected to work the hours necessary to complete their job duties within their general 40-hour workweek.

ARTICLE 11

HEALTH AND WELFARE

Section 11.1(a) INSURANCE BENEFITS The Employer will continue to administer the following benefit programs for eligible employees:

- Medical insurance
- Vision insurance
- Dental insurance
- Life insurance
- Long-term disability insurance
- Accidental death and dismemberment insurance
- Flexible spending plan

Section 11.1(b) In the event an increased contribution rate is necessary or different providers are selected to provide benefits, the Union and the Employer agree to meet immediately once the Employer receives information about plan renewal to engage in good faith discussions and negotiate impacts, or sooner if the Employer has any relevant information. Extensions may be made by mutual agreement of the parties.

Section 11.2 WORKERS' COMPENSATION All employees shall be covered under the Washington State Industrial Insurance Act.

Section 11.3 ON-THE-JOB-INJURY When an employee is injured on the job, the employee will be paid for the balance of the work day, which will not be charged as Paid Time Off (PTO). Upon the employee's written request, PTO pay may be used to supplement industrial insurance benefits in an amount equal to the difference between the compensation to which the person is entitled under the Industrial Insurance Act and regular Cornish College pay. Employees who are temporarily disabled and are being compensated through industrial insurance are entitled to continue to receive the normal health benefits and life insurance. For non-exempt employees, PTO only accrues, however, for hours in the College pay status.

ARTICLE 12

PAYROLL DEDUCTIONS

Section 12.1 POLITICAL CONTRIBUTIONS The Employer agrees to deduct the specific sum from the pay of any member of the bargaining unit who voluntarily executes an OPEIU Local 8 PAC (Political Action Committee) Check-Off Authorization form. The Employer will remit these deductions to OPEIU Local 8 PAC along with a list of the bargaining unit employees' names and amounts deducted no later than the fourteenth (14th) calendar day following the last payday of each month. The Union holds the Employer harmless from all claims, demands or other forms of liability that may arise against the Employer for or on account of any such deductions.

Section 12.2 HARDSHIP FUND The OPEIU Local 8 Hardship Fund provides assistance to Local 8 Members experiencing an immediate, severe, and temporary financial situation due to an emergency. The Employer agrees to deduct the specific sum from the salary of any member of the bargaining unit who voluntarily executes an OPEIU Local 8 Hardship Fund Check-Off Authorization form. The Employer will remit these deductions to OPEIU Local 8 along with a list of bargaining unit employees' names and amounts deducted no later than the 15th day following the last pay day of each month. The Union agrees to indemnify, defend and hold harmless Cornish College of the Arts from and against any and all damages, claims, demands, suits, judgments or other forms of liability arising from the operation of this section.

Section 12.3 OTHER DEDUCTIONS Other payroll deductions shall be allowed if mutually agreed to by the employee and the Employer.

ARTICLE 13

SALARY SCHEDULE AND COMPENSATION

Section 13.1(a) Effective September 1, 2022, the annual full-time salary of all bargaining unit employees shall be not less than \$44,000 per year (prorated for part-time) and all bargaining unit employees shall receive no less than a four percent (4%) base wage increase. To be eligible for retroactive pay, a member must be employed at the time the payment is made.

Section 13.1(b) Effective September 1, 2023, base wages will be increased by three percent (3%).

Section 13.1(c) The parties agree to reopen Article 13.1 to bargain wages only to be effective September 1, 2024.

Section 13.2 SALARY THRESHOLD CONVERSION Employees converted from exempt to non-exempt status due to the salary threshold minimum in Washington State and their January 31st pay period is shortened as a result, such employees shall be provided a pay advance for the 19th through the 31st of January and receive their next regular paycheck, which also covers pay for the 19th through the 31st. The pay advance must be repaid over a period of up to three months beginning the next payroll period.

Section 13.3 WORK IN A HIGHER CLASSIFICATION Any employee who is required to perform the duties of a higher classification for at least one (1) shift will be paid a premium of at least five percent (5%) for hours worked in the higher classification.

Section 13.4 PARKING/TRANSPORTATION

Section 13.4(a) The Employer will continue to offer an Orca pass subsidy.

Section 13.4(b) PARKING The Employer will provide free parking for vehicles when necessary to be used for Employer business, subject to approval by Operations.

Section 13.5 JOB DESCRIPTIONS The Employer agrees to provide, upon Union request,

current job descriptions for all bargaining unit positions.

Section 13.6 BUDGET The Employer agrees to share financial information regarding budget issues that affect bargaining unit employees to the Union upon request. If the Employer has an objection it will meet and discuss it with the Union.

ARTICLE 14

RETIREMENT PLANS

Section 14.1 RETIREMENT ENROLLMENT To be eligible for the Employer contribution to the Deferred Contribution Retirement Plan 403(b), a regular part-time or full-time employee must complete 600 hours of service during the relevant Eligibility Computation Period to receive a credit for one (1) year of service. Upon eligibility, the Employer contributes four percent (4%) based on the employee's gross wages to the retirement plan.

ARTICLE 15

NON-DISCRIMINATION

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

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

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

Section 15.4 It is agreed by the Employer and the Union that every employee has a right to be treated with respect and dignity and a responsibility to treat others in the same way. Unlawful harassment is prohibited.

Section 15.5 Employees may process a grievance for violation of this Article to Step 2 of the grievance process as defined in Article 18. The parties may mutually agree to proceed to the alternative dispute resolution procedure as described in Step 3. Failing to reach a resolution, the employee may take the issue to the appropriate government agency (EEOC, Washington State Human Rights Commission, and/or NLRB) for investigation and appropriate action.

ARTICLE 16

SEPARABILITY

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

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

ARTICLE 17

SUCCESSORS

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

ARTICLE 18

GRIEVANCE/ARBITRATION PROCEDURE

Section 18.1 A grievance is an alleged violation of a specific Article or Section of this Agreement. All grievances arising between the Union and the Employer shall be settled in accordance with the following procedures and terms of this Article. Extensions of timelines can be granted by mutual agreement by both parties in writing. A grievance involving the termination of an employee shall be submitted directly to Step 2. Grievances shall include the following:

- (a) Date of filing and date of occurrence.
- (b) Facts upon which grievance is based.
- (c) Reference(s) to the Section(s) of the Agreement alleged to have been violated.
- (d) The remedy sought.
- (e) Identity of grievant(s).
- (f) The reason the Union disagrees with management's decision from the previous Step (if appropriate).

Step 1 – Written Submission of Grievance to Supervisor and Human Resources

Prior to submitting a grievance, both parties shall make a reasonable effort to settle the dispute. If the dispute cannot be resolved, the employee and/or Union Representative within ten (10) workdays of the event giving rise to the grievance shall submit a written grievance to the employee's Supervisor and Human Resources. The Supervisor and Human Resources shall meet with the Grievant, the Shop Steward and/or Union Representative for the purpose of resolving the grievance. The Supervisor and/or Human Resources shall, provide a written answer to the grievance within ten (10) workdays following the grievance meeting.

Step 2 – Written Submission of the Grievance to the designated Administrator (Dean or Vice President)

If the Union is not satisfied with the decision made at Step 1 the Union Representative may, within ten (10) workdays following the receipt of the answer given in Step 1, submit the grievance in writing to the designated Administrator (Dean or Vice President) or designee, who will meet with the Union Representative and Grievant to discuss the grievance. The designated Administrator (Dean or Vice President) or designee shall provide a written answer to the grievance within ten (10) workdays following the meeting.

Step 3 – Submission to Mediation (optional)

By mutual agreement, the parties may jointly submit the issue to mediation with the Federal Mediation and Conciliation Service within ten (10) workdays following the answer given at Step 2.

Section 18.2(a) ARBITRATION In the event the grievance remains unresolved, the Union or the Employer may submit the matter for arbitration. Such notification must be sent within thirty (30) calendar days of receiving the decision of the Step 2 grievance or the completion of the mediation process. The party that requests arbitration must notify the other party in writing by email and regular mail.

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

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

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

Section 18.2(e) All time limits set forth herein must be strictly observed unless agreed to otherwise by both parties in writing. Reasonable extensions of timelines shall not be denied. The term “workday” for purposes of the timelines in this Article means Monday through Friday, excluding holidays.

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

ARTICLE 19

NO STRIKES/NO LOCKOUTS

During the life of this Agreement, there shall be no work slowdowns, stoppages, strikes or sympathy strikes in front of Cornish facilities. There shall be no lockout of employees by the Employer. It is further understood and agreed that refusal by any bargaining unit employee, covered by this Agreement, to go through a primary picket line sanctioned by the AFL-CIO, shall not constitute a violation of this Agreement, nor shall such refusal by an employee be cause for discharge or disciplinary action of any kind.

ARTICLE 20

HEALTH AND SAFETY

Section 20.1 GENERAL The Employer will maintain a safe, healthy and sanitary workplace and environment, consistent with all applicable regulations and laws.

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

Section 20.3 INFECTIOUS DISEASES Employees will be allowed to take paid time off to receive Employer required testing and/or inoculations for Tuberculosis, hepatitis or other communicable diseases, provided there is a verifiable business reason for receiving inoculations.

ARTICLE 21

LABOR MANAGEMENT COMMITTEE

The purpose of the Labor Management Committee is to foster communication between the

Employer and the Union to resolve issues and disputes, and to exchange ideas to promote improved communications and working conditions throughout Cornish College. The Committee shall consist of up to four (4) representatives from the Union and up to four (4) representatives from the Employer. Meetings will be scheduled at least quarterly at a mutually agreed upon date and time, and no later than thirty (30) calendar days following receipt of a request for a Labor Management Committee meeting from either party. Appropriate subject resource persons may be in attendance at the meetings for a specific agenda item as required and/or requested with mutual agreement. Subject Matter resource persons do not serve as committee members. Participation by Committee members in LMC meetings will be paid and considered time worked when the meeting occurs during the member's regular work schedule. At the start of each academic year, the parties will notify each other of their Labor-Management Committee representatives, which may change during the course of the year.

ARTICLE 22

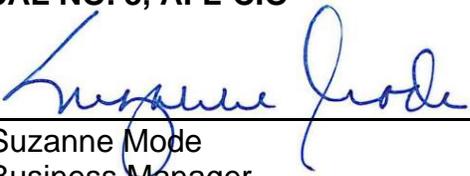
TERMINATION AND RENEWAL

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

EXECUTED in Seattle, Washington this 25th day of July 2023.

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

CORNISH COLLEGE OF THE ARTS

By 

Suzanne Mode
Business Manager

By 

Raymond Tymas-Jones
President

By 

Erin Adamson
Union Representative

By 

Patrick Pedersen
Union Representative

By 

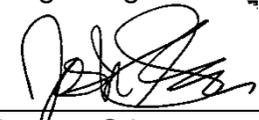
Rachel Brinn (Jul 25, 2023 15:11 PDT)
Rachel Brinn
Bargaining Committee

By 

Sarah Lenoue
Bargaining Committee

By 

Albert Rubio
Bargaining Committee

By 

Joshua Stinson
Bargaining Committee

By 

Kaitlyn Vallance
Bargaining Committee

LETTER OF UNDERSTANDING

BETWEEN

CORNISH COLLEGE OF THE ARTS

AND

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 8

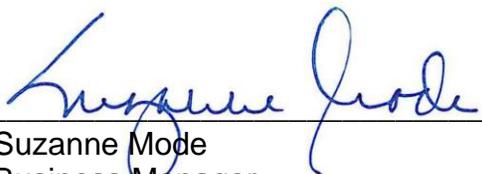
The Office and Professional Employees International Union Local 8, hereinafter known as the “Union,” and Cornish College of the Arts, hereinafter known as the “Employer,” hereby agree to the following:

1. The Employer and the Union recognize that fair and reasonable compensation at Cornish College is in our mutual interest. In the spirit of this shared interest, the parties agree to address this concern by working collaboratively in assessing the current pay structure for the bargaining unit.
2. By February 1, 2024, the Employer will establish a committee of bargaining unit members and Employer representatives to discuss and recommend a compensation program that includes a wage scale with step increases. The committee will consist of eight people, four (4) from the Union and four (4) from the Employer. The committee shall attempt to reach a consensus over a salary schedule that will be recommended for adoption by the Employer. The recommendation shall be completed for consideration no later than June 1, 2024. Either the Employer or the Union may choose to adopt the recommendation or otherwise negotiate a pay structure for the reopener effective September 1, 2024. The parties will make an effort to bargain in June and July 2024 for wages effective September 1, 2024.
3. Nothing in this side agreement guarantees a particular outcome for the reopener bargaining on wages.

EXECUTED in Seattle, Washington this 25th day of July 2023.

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

CORNISH COLLEGE OF THE ARTS

By 
Suzanne Mode
Business Manager

By 
Raymond Tymas-Jones
President

CORNISH-OPEIU8 2023-2025

Final Audit Report

2023-07-25

Created:	2023-07-25
By:	Libby Alejandro (libby@opeiu8.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6t8TNrbodJZ_mb54S6Lpr4jGQuiK6uZh

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-  Document e-signed by Raymond Tymas-Jones (rtymas-jones@cornish.edu)
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