



Office and Professional Employees International Union
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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

I.U.P.A.T. DISTRICT COUNCIL 5

AND

**OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION
LOCAL NOS. 8 AND 11, AFL-CIO**

FOR THE PERIOD OF

APRIL 1, 2024 THROUGH MARCH 31, 2027

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COLLECTIVE BARGAINING AGREEMENT

I.U.P.A.T. DISTRICT COUNCIL 5

THIS AGREEMENT is made and entered into at Seattle, Washington this 1st day of April 2024, by and between I.U.P.A.T. DISTRICT COUNCIL 5, hereinafter referred to as the EMPLOYER, and OFFICE AND PROFESSIONAL EMPLOYEES LOCAL NOS. 8 & 11, AFL-CIO, hereinafter referred to as the UNION, for the purpose of fixing the minimum wage scale, schedule of hours, and general rules and regulations between the EMPLOYER and the UNION, and to clearly define mutual obligations between the parties hereto.

PREAMBLE

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

NOW THEREFORE, be it mutually agreed to as follows:

ARTICLE 1

RECOGNITION OF THE UNION

Section 1.1 The Employer agrees to recognize and hereby does recognize the Union as the sole and exclusive collective bargaining agent with respect to rates of pay, hours and all other terms and conditions of employment for the appropriate bargaining unit herein established and described as follows: All office employees employed by the Employer (see Article 17 for guidelines), excluding elected officers, elected or hired business representatives, staff assistants and organizers and supervisors, as defined by the Act.

Section 1.2 UNION LABEL. All communications of any type produced by OPEIU employees sent out of any office under this Agreement shall bear the Union label of the Office and Professional Employees Local No. 8 or Local No. 11, whichever is appropriate. Only OPEIU bargaining unit members are authorized to use the OPEIU Union label.

ARTICLE 2

UNION SECURITY

Section 2.1 The Employer agrees that all employees covered under this Agreement shall, as a condition of employment, thirty-one (31) days from the effective date of this Agreement, become and remain members of the Union in good standing.

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

Section 2.3 The Employer shall notify all employees on their first day of employment of their responsibility to contact the Local to satisfy their union obligation. Temporary and on-call employees shall pay work permit fees in lieu of Initiation Fees up to ninety (90) days (455 hours for on-call employees), when full Initiation Fees are due, in accordance with each Local's Bylaws.

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

ARTICLE 3

UNION BUSINESS

Section 3.1 The Union Representative shall be allowed admission to the Employer's premises covered by this Agreement with prior notification, for the purpose of investigating conditions relating to this Agreement, and the Union Representative will first make their presence known to the Employer.

Section 3.2 The Union shall inform the Employer in writing of the name(s) of its Stewards who are authorized to represent the Union. The Employer shall recognize the Steward as a duly accredited Union representative who, upon notifying the Employer, may investigate all complaints.

Section 3.3(a) OPEIU LOCAL 8 AND LOCAL 11 PAC CHECK-OFF. The Employer agrees to check-off voluntary contributions for the Union's OPEIU LOCAL 8 PAC or LOCAL 11 PAC program for each covered person who voluntarily executes a check-off designating such deduction and amount. When filed with the Employer, the authorization form will be honored in accordance with its terms. An authorization form will be attached to each copy of the Collective Bargaining Agreement.

A check payable to OPEIU LOCAL 8 PAC or OPEIU LOCAL 11 PAC for the amounts deducted and a roster of all bargaining unit employees using payroll deduction for voluntary political action contributions will be transmitted to the Union once a month. Upon issuance and transmission of this check to the Union, the Union agrees to hold harmless and defend the Employer from any and all claims, demands, or other forms of liability that may arise against the Employer for or on account of any such deductions, including but not limited to reimbursement of any attorneys' fees incurred by the Employer related thereto.

Section 3.3(b) Deductions shall begin on the first pay period of the first month following receipt of check-off authorization and shall continue in a like manner until the check-off authorization is revoked in writing.

Section 3.3(c) All monies collected under this Agreement shall be made payable to the Secretary-Treasurer of PAC and submitted to Local 8 or Local 11, whichever is appropriate,

within fifteen (15) days along with a list of employees from whom such deductions have been made and the amount deducted for each such employee.

Section 3.3(d) HARDSHIP FUND CHECK-OFF. The Employer agrees to check-off voluntary contributions for the Union's Hardship Fund for each covered person who voluntarily executes a check-off authorization designating such deduction and the amount. Such employee contribution shall be remitted to the Union monthly.

Section 3.4 TRAINING. The Council proposes that all OPEIU staff complete four (4) hours per year of skills-based training.

1. The training course and content will be selected and approved by the Council beforehand. Classes can be software, soft skills, leadership, or teamwork based.
2. Completed hours shall be maintained by HR.
3. Training will be done on the worker's own time.
4. Training classes will be reimbursed by the Council after completion.
5. The work year shall be April 1st through March 31st.

ARTICLE 4

MANAGEMENT RIGHTS

Section 4.1 Except as specifically limited herein, the Employer shall have the exclusive right to manage its business, to control and supervise all operations and direct all working forces, including but not limited to, the right to select and hire, discipline or discharge for just cause, lay off, promote, transfer, or schedule employees, to control or regulate the use of all equipment, materials, tools and other property of the Employer, and to maintain discipline and efficiency among its employees. All matters not specifically and expressly covered or treated by the language of this Agreement may be administered for its duration by the Employer in accordance with such policy or procedure as the Employer from time to time may determine.

ARTICLE 5

HIRING

Section 5.1 In employing new workers or replacing workers, the Employer must notify the Union in writing stating the job title, hourly rate of pay and a brief job description of job duties, so the Union will be able to distribute this information to the most competent help available.

Section 5.2 It is agreed that the Employer will pay charges incidental to the hiring of employees which are incurred due to the requirement of the Employer. The Employer agrees not to use employment agencies where fees are required of the employee. Services such as Monster or Indeed are acceptable.

Section 5.3 It is agreed that the Employer has the final choice as to whom is hired and shall notify the Union within five (5) working days of hire of a new employee, Saturday, Sunday and

holidays excepted. The Employer shall notify the Union in writing within five (5) working days after a new employee is put to work giving name, address, social security number, classification, rate of pay and the date the employee was put to work.

Section 5.4 Regular full-time and regular part-time employees shall be hired on a probationary period for the first one-hundred eighty (180) calendar days. Termination or discipline during this period will not be subject to review by the Union.

Section 5.5 POSTING. In offices employing more than one employee, notice of all job vacancies shall be prominently posted and/or emailed to employees. This notice will remain on the bulletin board for three (3) working days and shall include job title, labor grade, and brief description of job duties including minimum qualifications and necessary skills. Only those employees who make application during the three (3) day period will be considered for the job.

Section 5.6(a) PROMOTIONS. Promotions shall be made on the basis of seniority and qualifications. In the event two or more employees have the same relative qualifications, the employee with the greatest seniority shall be selected.

Section 5.6(b) An employee promoted to a higher position shall, at the minimum, be placed at the same increment step in the new position as that held by the employee in their former position and shall receive such pay rate immediately. All employees so promoted shall be placed on the higher rated job for a probationary period of thirty (30) days. In the event the employee does not successfully pass the probationary period, such employee shall be given their former position without any loss of seniority or pay.

Section 5.6(c) Promotions to office manager and supervisor classifications shall be at the Employer's discretion and exempt from the seniority provisions of this Section; however, the promoted employee shall retain full seniority rights outlined in Article 7, Seniority.

ARTICLE 6

DISCIPLINE AND TERMINATION

Section 6.1 No employee shall be disciplined or discharged except for just cause. Upon termination, an employee shall receive written notice from the Employer or their agents stating the true cause of termination.

Section 6.1(a) TERMINATION NOTICE. Except when termination is for just cause, termination notice or pay in lieu thereof shall be as follows:

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

Excluding holidays, weekends and leave except for verifiable emergency or medical reasons, an employee must give same notice on terminating or forfeit accrued vacation.

Section 6.1(b) When there is a change in administration, the office employees must work at

least two weeks for the new administration, or forfeit their benefits. Change of administration is not cause for termination under this Agreement.

Section 6.1(c) Except in cases of emergency, (examples include natural disaster or governor declared state of emergency) the Employer shall notify the Union in writing at least fourteen (14) days prior to implementing an employee layoff or reduction in hours. The Employer will complete "Exhibit A - Employment Status Report" of the contract and forward it to the Union as the required written notification.

Section 6.2 DISCIPLINE AND DISCHARGE. No full time or part time employee shall be disciplined or discharged except for just cause. "Just cause" shall be defined to include the concept of progressive discipline (such as verbal and written warnings and the possibility of suspension without pay). A copy of all written disciplinary actions shall be given to the employee. Employees shall be required to sign the written disciplinary actions for the purpose of acknowledging receipt thereof. Progressive discipline shall not be applied when the nature of the offense requires immediate suspension or discharge. An employee may request the attendance of a Union representative during any investigatory meeting which may lead to disciplinary action. All records of warnings and support documentation shall be removed from the employee's personnel file twelve (12) months from the date of issuance if the problem has been resolved.

Section 6.3 USE OF CAMERAS. It is agreed that the existing exterior security cameras may be used to verify attendance regarding arrival and departure times. The Employer will not use the cameras for any other purpose that could lead to discipline.

ARTICLE 7

SENIORITY

Section 7.1 Seniority shall be calculated from the last date of hire. Seniority shall prevail in layoffs, reduction of hours, rehires, transfers, vacation preference, shift changes, promotions and work assignments; providing the senior employee has the qualifications for the position. Seniority, during layoff, shall continue for a period of twelve (12) months. For rehire, the employee must contact the Employer's office once a month, advising the Employer of availability to work.

Section 7.2 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 five (5) working days after notification to report back to work, unless otherwise agreed on by Employer and employee. Notice shall be sent by registered mail, return receipt requested, to the employee's last known address.

Section 7.3 The Employer, upon rehiring, shall do so in the inverse order of seniority. The Employer shall rehire the last employee laid off; providing, however, that such employee has the qualifications for the position for which the Employer is rehiring. Under no circumstances shall the Employer hire from the open market while employees on the recall list, qualified to perform the duties of the position, are ready, willing and able to be re-employed. The last

employee laid off from a job will be the first recalled to that job.

ARTICLE 8

HOLIDAYS

Section 8.1(a) The following days shall be designated as legal holidays and shall be granted with no deduction in salary, in accordance with the provisions of this Article:

New Year's Day	Day after Thanksgiving
Memorial Day	Last working day before Christmas
Independence Day	Christmas Day
Labor Day	Two (2) Floating Days (<i>Employer has discretion in scheduling one (1) of the floating holidays if they do so prior to January 1st</i>)
Thanksgiving Day	

and such other holidays observed by the officers of the Employer, but not to exceed twelve (12) holidays in any one year. For an employee to qualify for Holiday pay, the employee must work the scheduled workday proceeding the scheduled Holiday, as well as the scheduled workday following the Holiday unless leave was pre-approved.

Section 8.1(b) Floating holidays must be requested and approved.

Section 8.2 These holidays shall not be scheduled for regular work regardless upon which day in the week they fall. A holiday that falls on a Saturday will be observed on the employee's last scheduled workday prior to the holiday. A holiday that falls on a Sunday shall be observed on the employee's next scheduled workday. If an employee works on a holiday listed above, except Labor Day, they shall be paid one and one-half (1 ½) times their regular hourly pay scale for a minimum of two (2) hours. If work is performed on Labor Day, the employee shall be paid two (2) times their hourly pay scale for a minimum of two (2) hours. Holiday pay is included in the minimum hourly rates.

Section 8.3 In the event a holiday honored under this Agreement falls during an employee's vacation, such employee shall receive holiday pay for the day they are off work.

Section 8.4 A regular part-time employee shall be paid for a holiday at the regular scale if the holiday falls within the employee's regularly scheduled time each week or month, and shall receive as holiday pay the amount normally paid.

ARTICLE 9

LEAVE

Section 9.1(a) SICK LEAVE. Sick leave with pay shall be accrued on the basis of one and one twelfth (1 1/12) days for each month of continuous service cumulative to sixty (60) working days.

Section 9.1(b) Maximum accrual of sick leave shall be sixty (60) days.

Section 9.1(c) Sick leave shall be approved by the Employer for the purposes allowed under all State mandated leave provisions including the Family Leave Act and any regulations regarding pregnancy and childbirth related conditions. The Employer will abide by all City, State, or Federal mandated leave law including: Medical, dental, optical examination and/or treatment, and surgery, illness and convalescence. Each employee will be granted sick leave for the illness of dependent children, including stepchildren. Employees who must be absent shall promptly notify the Employer of their inability to report for work as follows – for the foreseeable events such as appointments scheduled in advance, 10 days' notice, or as early as possible before the start of their shift, unless it is impractical to do so. This is so that necessary adjustments in work assignments can be made to assure orderly continuity of the Employer's business. If the illness/injury exceeds three (3) working days or if abuse of sick leave is suspected, the Employer reserves the right to require a doctor's note or other comparable satisfactory proof of the employee's incapacity to work. See Addendum for list of applicable State and Federal leave regulations.

Section 9.1(d) Upon termination, an employee shall be paid for thirty-three percent (33%) of their unused sick leave accumulation.

Section 9.1(e) Upon the departure of any employee who has worked the minimum number of required hours, the Health and Welfare shall remain effective through the following month.

Section 9.1(f) District Council 5 employees may voluntarily donate up to forty (40) hours of sick leave per year to a co-worker who, due to an extended health crisis, has exhausted all their paid leave benefits, subject to approval of the District Council 5 Business Manager/ Secretary-Treasurer.

Section 9.2 BEREAVEMENT LEAVE. 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, Son, Daughter, Stepchildren, Stepparents, Spousal Equivalent, Grandparents, Grandchildren, Mother-in-Law or Father-in-Law.

Section 9.3 PERSONAL LEAVE WITHOUT PAY. Employees may be granted extended leaves of absence without pay not to exceed one (1) year beyond the accumulation of paid sick leave for valid reasons, such as illness, accident or pregnancy. An employee on leave of absence for six (6) months or less shall be returned to their former position or a comparable position at the employee's former rate of pay including intervening contractual increases. Such leave of absence may be extended by the Employer on a monthly basis. The continuous service and seniority status of an employee shall not be affected or interrupted as a result of leaves of absence described in this Article; provided that, seniority shall not accrue during such leaves of absence.

Section 9.4(a) UNION LEAVE. A leave of absence without pay shall be granted upon request of an employee on the active payroll in case they are appointed or selected to a full-time Union position for the period of time necessary to fill such position. If the leave was granted to accept a full-time position with the Union, reinstatement will be made to a job in their former pay grade

which they are competent to perform, providing an appropriate job opening exists. The employee shall accumulate and increase their seniority.

Section 9.4(b) Leave without pay shall be granted upon request of an employee for Union business and Union or educational conferences and workshops.

Section 9.5 JURY DUTY LEAVE. If called for jury duty, an employee shall be granted time off with the Employer paying the difference between jury pay and their regular rate of pay for actual time served on jury duty. Jury duty shall be for a maximum of two (2) weeks in any year with exemption to be requested in case of hardship. If an employee is not impaneled on a jury, the employee is required to return to work to be entitled to benefits under this provision.

Section 9.6 MATERNITY LEAVE. Full-time employees shall be granted maternity leave for up to fourteen (14) weeks with no loss of benefits or seniority accrual.

Section 9.7 SEVERE WEATHER AND EMERGENCY CONDITIONS. When extreme weather conditions result in snow, ice or other acts of nature make getting to work hazardous, it shall be left to the judgment of the employee to determine if they can safely travel to work. As early as possible the Employer will notify employees by phone or text message whether a particular work facility will be open or closed that day. If the office is not open due to inclement weather and/or the school district is closed in an employee's home location or work location, employees may choose to use vacation, or unpaid time for such absences, or make up any work hours missed within two (2) pay periods, or use their floating holidays at their regular rate of pay. The same will apply if there is an emergency closure of the office.

ARTICLE 10

DEFINITIONS

Section 10.1 A regular full-time employee is an employee who averages thirty (30) or more hours per week has, been in the employ of the Employer full-time for the probationary period as provided for in Article 5, Section 5.4 and shall be entitled to full benefits under the terms of the Agreement accrued from the date of employment.

Section 10.2 A regular part-time employee is an employee who averages less than thirty (30) hours per week and who has been employed for the probationary period as provided for in Article 5, Section 5.4. Part-time employees shall be granted all fringe benefits except Health and Welfare on the same basis as a regular full-time employee prorated to the number of hours worked per month. Part-time employees who work eighty (80) hours or more a month, shall also be entitled to Health and Welfare; those who work less than eighty (80) hours per month shall receive an eighteen percent (18%) differential over pay scale in lieu of health benefits.

Section 10.3(a) Temporary/on-call employees are employees hired for a period of time, not to exceed ninety (90) calendar days or who work on an intermittent basis throughout the year to cover work load fluctuations, emergency situations or employee absences. The Employer shall notify the Union in writing of all employees who are temporarily hired or on call. Prior to the end

of the ninety (90) days, if the Employer determines that the temporary job is to become permanent, it shall be subject to the three (3) days posting and seniority provisions of Article 7 of this Agreement. The ninety (90) day period can be extended in the event the temporary/on-call employee is hired to fill a temporary vacancy created because of leave of absence granted under Article 9. The Employer shall notify the Union in writing if such positions are to be filled. Temporary employees shall not be entitled to benefits other than what is mandated by the applicable State Law.

Section 10.3(b) The Employer agrees that temporary/on-call employees shall not be hired for the purpose of displacing regular employees. Bargaining unit employees shall have first right of refusal of overtime work.

ARTICLE 11

AUTOMATION

Section 11.1 In cases where positions are abolished because of technological or system changes, all possible consideration will be given to transferring employees to comparable jobs in employment. Also, every consideration will be given to training present employees to operate any new equipment installed as a result of these changes.

Section 11.2 In the event of proposed technological changes, any new jobs/work created by the virtue of the installation of such new equipment will be offered to employees within the collective bargaining unit on the basis of seniority and qualifications prior to hiring from outside sources. Except where modified by historical practice within a given office, duties performed within job classifications outlined in this Agreement will be performed only by employees working in those classifications. If no current category exists for the new position, the Employer shall negotiate a wage and classification level with the Union.

Section 11.3 In the event training programs are necessary for employees to qualify for jobs which are created as a result of technological changes, the Employer agrees to provide initial vendor-supplied training, if such training is provided in the Seattle area and/or area of employment, at the Employer's expense for those employees who wish to accept employment in the resultant new positions, if any. Employees to be displaced will be given first opportunity to qualify for the new positions before any persons outside the bargaining unit are hired to fill the resultant jobs.

Section 11.4 The Employer agrees to comply with State and Federal laws which regulate working conditions for all employees including those performing repetitious work.

ARTICLE 12

HOURS OF WORK

Section 12.1(a) Seven (7) or eight (8) consecutive hours, excluding the lunch period, between the hours of 7:00 a.m. and 6:00 p.m. shall constitute one (1) full day's work; thirty-five (35) or forty (40) hours shall constitute one (1) full week's work, Monday through Friday,

inclusive. Employees will only be moved to a forty (40) hour work week by mutual agreement.

Section 12.1(b) Flexible starting and ending hours may be arranged by mutual agreement of the Employer and employee upon written notification and with agreement of the Union. Either party may terminate the flex-time agreement with two (2) weeks' notice and return to regular working hours. The Employer shall cross-train employees in the same Group number to better facilitate the feasibility of flexible schedules and job satisfaction.

Section 12.1(c) Time worked in excess of regular working hours shall be paid for at one and one-half (1½) times the actual rate of said employee's pay. All regularly scheduled mandatory overtime shall be paid at twice the actual rate of said employee's pay. At no time shall make up time be paid at overtime until the work week hours are satisfied.

Section 12.1(d) Upon written request by an employee, the Employer may authorize an alternate work schedule outside the regular hours of work and workweek with written notification to the Union prior to implementation of the new schedule. When working an alternate schedule, all authorized work performed in excess of the alternate scheduled workday or thirty-five (35) or forty (40) hours per week shall be paid at the applicable overtime rate. Either party may terminate the alternate work schedule with two (2) weeks' notice and return to regular working hours.

Section 12.1(e) Telecommuting may be allowed with mutual agreement by the Employer, employee and Union. Either the Employer or employee may terminate the telecommuting agreement with two (2) weeks' notice and return to regular working hours.

Section 12.2(a) The Employer may implement a four (4) consecutive day workweek, Monday through Thursday or Tuesday through Friday inclusive, upon notification to the Union and upon agreement of the Union and bargaining unit member(s). The regular hours of work for a four (4) day workweek shall not exceed eight and three-fourths (8¾) or ten (10) hours in any one day.

Section 12.2(b) Time worked in excess of the regular eight and three-fourths (8¾) or ten (10) hour workday shall be paid for at one and one-half (1½) times the actual rate of said employee's pay. All regularly scheduled mandatory overtime shall be paid at twice the actual rate of said employee's pay.

Section 12.3 An employee ordered to report to work shall receive a minimum of four (4) hours' pay at the regular rate. Employees called back to work shall receive a minimum of four (4) hours' pay at double the regular rate. If an employee returns to work after their lunch, they shall be guaranteed their normal day's pay if sent home by the Employer, except where employees are sent home for conditions beyond the Employer's control.

Section 12.4 The established lunch period shall not exceed one hour. In cases of emergency, it may be shortened, but not to less than one-half hour's duration. Lunch periods shall not be compensable. Employees will not be required to take their lunch period until at least three hours after starting work, nor later than three hours before quitting time.

Section 12.5 Daily relief periods of fifteen (15) minutes each shall be allowed morning and afternoon for all employees covered by this Agreement. Relief periods are compensable.

Section 12.6 In offices employing more than one employee, overtime shall be distributed as equally as practicable among employees qualified to perform the work.

ARTICLE 13

VACATIONS

Section 13.1 Vacation with pay shall be accrued on the following basis:

<u>Length of Employment</u>	<u>Vacation</u>
Six months to a year	Six days <i>(after 6 months of employment unless mutually agreeable otherwise)</i>
One year to three years	Twelve days
Three years but less than 11 years	Seventeen days
Eleven years but less than 20 years	Twenty-two days
Twenty or more years	Twenty-seven days

An employee's anniversary date of hire shall be used to calculate vacation time earned.

Section 13.2 Vacation time earned shall, in no event, be cashed out in lieu of time off, except in unusual circumstances, at the request of the employee, and with the consent of the Union and the Employer. Upon termination, prorated vacation shall be paid.

Section 13.3 Vacations shall be taken at a time mutually agreeable to the Employer and the employee. The Employer shall act on vacation requests within five (5) working days of the request.

Section 13.4 Senior employees shall be given preference in the selection of vacation periods. An employee who splits their vacation may exercise seniority rights for the initial vacation period; however, subsequent selection shall be made after all employees have made their initial selection.

Section 13.5 Employees will be allowed to carry over fifty percent (50%) of earned vacation time to the following year. A maximum of six (6) weeks vacation may be taken in any one year, with no more than three (3) weeks to run consecutively unless agreed to by the Employer.

ARTICLE 14

HEALTH AND WELFARE

Section 14.1(a) Effective April 1, 2015, the Employer agrees to pay into the jointly administered Puget Sound Benefits Trust, Local 11's Western States Local Union Trust Fund Full Family Health and Welfare Plan or the Painters' Trust Health and Welfare Plan or such other Health and Welfare Plan as may be mutually agreed upon by the Employer and the Union, to provide eligible employees with the following benefits: Medical, Prescription, Dental,

Orthodontic and Vision. Upon agreement of the Employer and the Union, employees may receive an eighteen percent (18%) wage differential in lieu of the benefits listed above. Any employee otherwise eligible for benefits but requests the differential instead, must provide the Employer with proof of having coverage that is at least comparable to the health and welfare benefits provided by the Employer.

Section 14.1(b) All employees working eighty (80) hours or more shall receive the following benefits regardless of whether they take the eighteen percent (18%) differential referenced in Article 8: Life/Accidental Life and Dismemberment, and Long-term Disability coverage through the Puget Sound Benefits Trust. All employees covered under the Employee Painters Trust Health and Welfare Plan shall also be covered under that plans Weekly Disability Benefit. Employees receiving the eighteen percent (18%) differential shall receive the \$300 per week Short-term disability benefit through PSBT.

Section 14.2 Employer Trustees on the Health and Welfare program shall be selected from participating Employers. In the event the Trustees, during the term of this Agreement, certify that an increased contribution rate is necessary to maintain the present benefit schedule, the Employer agrees to pay the increase.

Section 14.3 The Employer agrees to the terms and conditions of the Agreement and Declaration of Trust under which the Security Fund is established and to furnish such records and other information as may be needed by the Trustees. Employees working less than eighty (80) hours per month need not be covered under the Health and Welfare Plan but shall receive eighteen percent (18%) pay differential in lieu of benefits as specified in Section 10.2 of the Agreement.

Section 14.4 All employees shall be covered by Industrial Insurance.

ARTICLE 15

PAYROLL DEDUCTIONS

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

ARTICLE 16

SALARY SCHEDULE

Section 16.1(a) DISTRICT COUNCIL 5 - WEST (All of Washington North of Centralia, West of Snoqualmie). Effective April 1, 2024, the Employer shall increase the minimum hourly rates of all bargaining unit employees by one dollar and ninety cents (\$1.90).

COLLECTIVE BARGAINING AGREEMENT
 OPEIU LOCAL 8 AND LOCAL 11 – IUPAT DISTRICT COUNCIL 5

<u>GROUP NO.</u>	<u>STARTING SALARY</u>	<u>AFTER SIX MONTHS</u>	<u>AFTER ONE YEAR</u>
I*	Open	Open	Open
II	35.00	37.75	38.65
III	34.06	36.22	37.05
IV	31.97	33.98	34.72

*This wage is negotiated between the Employer and the employee and shall not be less than the next lower group.

Section 16.1(b) DISTRICT COUNCIL 5 - SOUTH (South of Centralia, West of Snoqualmie, and all of Oregon). Effective April 1, 2024, the Employer shall increase the minimum hourly rates of all bargaining unit employees by one dollar and ninety cents (\$1.90).

<u>GROUP NO.</u>	<u>STARTING SALARY</u>	<u>AFTER SIX MONTHS</u>	<u>AFTER ONE YEAR</u>
I*	Open	Open	Open
II	32.98	35.73	36.63
III	32.04	34.23	35.04
IV	29.95	31.97	32.72

*This wage is negotiated between the Employer and the employee and shall not be less than the next lower group.

Section 16.1(c) DISTRICT COUNCIL 5 - WEST (All of Washington North of Centralia, West of Snoqualmie). Effective April 1, 2025, the Employer shall increase the minimum hourly rates of all bargaining unit employees by one dollar and sixty cents (\$1.60).

<u>GROUP NO.</u>	<u>STARTING SALARY</u>	<u>AFTER SIX MONTHS</u>	<u>AFTER ONE YEAR</u>
I*	Open	Open	Open
II	36.60	39.35	40.25
III	35.66	37.82	38.65
IV	33.57	35.58	36.32

*This wage is negotiated between the Employer and the employee and shall not be less than the next lower group.

Section 16.1(d) DISTRICT COUNCIL 5 - SOUTH (South of Centralia, West of Snoqualmie, and all of Oregon). Effective April 1, 2025, the Employer shall increase the minimum hourly

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rates of all bargaining unit employees by one dollar and sixty cents (\$1.60).

<u>GROUP NO.</u>	<u>STARTING SALARY</u>	<u>AFTER SIX MONTHS</u>	<u>AFTER ONE YEAR</u>
I*	Open	Open	Open
II	34.58	37.33	38.23
III	33.64	35.83	36.64
IV	31.55	33.57	34.32

*This wage is negotiated between the Employer and the employee and shall not be less than the next lower group.

Section 16.1(e) DISTRICT COUNCIL 5 - WEST (All of Washington North of Centralia, West of Snoqualmie). Effective April 1, 2026, the Employer shall increase the minimum hourly rates of all bargaining unit employees by one dollar and fifty cents (\$1.50).

<u>GROUP NO.</u>	<u>STARTING SALARY</u>	<u>AFTER SIX MONTHS</u>	<u>AFTER ONE YEAR</u>
I*	Open	Open	Open
II	38.10	40.85	41.75
III	37.16	39.32	40.15
IV	35.07	37.08	37.82

*This wage is negotiated between the Employer and the employee and shall not be less than the next lower group.

Section 16.1(f) DISTRICT COUNCIL 5 - SOUTH (South of Centralia, West of Snoqualmie, and all of Oregon). Effective April 1, 2026, the Employer shall increase the minimum hourly rates of all bargaining unit employees by one dollar and fifty cents (\$1.50).

<u>GROUP NO.</u>	<u>STARTING SALARY</u>	<u>AFTER SIX MONTHS</u>	<u>AFTER ONE YEAR</u>
I*	Open	Open	Open
II	36.08	38.83	39.73
III	35.14	37.33	38.14
IV	33.05	35.07	35.82

*This wage is negotiated between the Employer and the employee and shall not be less than the next lower group.

Section 16.1(g) Prior union office experience will be considered by the Employer when determining starting salary for the employee.

Section 16.1(h) The rate for temporary employees, as defined in Article 10, Section 10.3, shall be set at eighty percent (80%) of the starting salary for the appropriate pay classification; provided that, (a) the employee has not held a permanent position in the office and, (b) has not worked more than sixty (60) days for the Employer during the last twelve (12) month period. Exceptions (a) and (b) shall be paid at one hundred percent (100%) of the appropriate pay classification and level.

Section 16.2 Where a person does a combination of any of the above described classifications, the salary shall be based upon the highest paid classification.

Section 16.3 Six-month and one-year step increases for regular full and part-time employees shall be based on calendar months; for each six month increase, temporary and on-call employees must work four hundred fifty-five (455) hours.

Section 16.4 The Union has the right to divert monies generated from the respective salary increases for the purpose of providing additional fringe benefits available through the Puget Sound Benefits Trust and Western States Office and Professional Employees Pension Fund. The Employer will be notified by the Union of such diversion and all salary schedules and employees' salaries will be adjusted accordingly.

Section 16.5 The Employer shall pay for the cost of employee parking or a bus pass or a ferry system pass at the request of the employee, for work purposes.

ARTICLE 17

GUIDELINE OF JURISDICTION AND CLASSIFICATION

All job classifications do not preclude variations where historical practices differ between Employers. Employees within a given group may perform the functions and duties of other classifications in the same group or lower groups. It is also understood that employees may occasionally perform functions in a different group without moving into that group, provided that pay provisions of Article 16, Section 16.2 shall apply. Upon request from either party, and within six (6) months of ratification, the parties will meet to discuss any additions or deletions of Job Groups and corresponding duties.

GROUP I

Administrative Assistant

Helps management perform management work such as grievance research, contract research, compiling and taking surveys, writing letters, etc. May perform the functions of this and/or lower paid Groups.

Membership Manager

Oversees all membership operations, including dues collection, dispatch, member correspondence and record keeping. Can make independent decisions on ordering supplies, fixing machines and can include assigning work to other staff covered by Local 8 and Local 11. May perform the functions of this and/or lower paid groups.

GROUP II

Secretary/ Membership Clerk

Handles the final preparation of correspondence by typing, correcting and formatting text files, page layout, taking shorthand and dictation. Transcribes from other mediums. Filing and maintaining records, keeping appointment calendars, etc. May perform the functions of this and/or lower paid Groups.

One Person Office

May perform any and all functions of this and/or all classifications in Groups III through VIII.

Bookkeeper

Maintains ledgers, keeps track of all accounts, and maintains financial records. May perform the functions of this and/or lower paid Groups.

Contract Coordinator

Handles the preparation of Union Collective Bargaining Agreements (CBA) and correspondence as it relates to CBA's and other Contractor issues. Filing and maintaining records along with any other secretarial jobs. May perform the functions of this and/or lower paid Groups.

GROUP III

Dues Clerk/Receptionist

Accepts payments for dues, post receipts into system, issue proper dues receipts, balance daily dues receipts, and track members status. Able to accept payments, make change, and produce receipts. Responsible for balancing daily receipts. Able to greet people, answer and direct incoming phone calls, and handle FAX reception and transmission. May perform the functions of this and/or lower paid groups.

GROUP IV

Clerk/Office Assistant

Able to assist in various office functions such as, but not limited to, setting up files and doing filing, some typing, some reception work, and fill in for sick or vacationing employees where possible.

ARTICLE 18

PENSIONS

Section 18.1(a) WESTERN STATES PENSION. The Employer agrees to and shall be bound by all the terms, conditions and provisions of the Trust Agreement and any changes, additions, amendments or modifications thereto which are made by the authorized Joint Trustees of the Western States Office & Professional Employees Pension Fund.

Effective April 1, 2021, the Employer agrees to continue a contribution of three dollars and thirty cents (\$3.30) and in addition the surcharge amount of eighty percent (80%) as listed in the Supplemental Contribution Schedule of the Rehabilitation Plan, per compensable hour for each regular full-time employee and each regular part-time employee covered by this Agreement to the Western States Office & Professional Employees Pension Fund. The total contribution shall be \$5.94 per hour (\$3.30 + \$2.64).

Effective April 1, 2022, the Employer agrees to continue a contribution of three dollars and thirty cents (\$3.30) and in addition the surcharge amount of eighty percent (80%) as listed in the Supplemental Contribution Schedule of the Rehabilitation Plan, per compensable hour for each regular full-time employee and each regular part-time employee covered by this Agreement to the Western States Office & Professional Employees Pension Fund. The total contribution shall be \$5.94 per hour (\$3.30 + \$2.64).

Effective April 1, 2023, the Employer agrees to continue a contribution of three dollars and thirty cents (\$3.30) and in addition the surcharge amount of eighty percent (80%) as listed in the Supplemental Contribution Schedule of the Rehabilitation Plan, per compensable hour for each regular full-time employee and each regular part-time employee covered by this Agreement to the Western States Office & Professional Employees Pension Fund. The total contribution shall be \$5.94 per hour (\$3.30 + \$2.64).

Should any surcharges or other supplemental payments cease being required, as determined by the Trustees of the Plan, due to improved funding of the Pension Fund or otherwise, the Employer's obligation to provide such additional payment shall cease immediately and it shall pay only the required contribution amount.

Section 18.1(b) Said contribution shall be made to the Western States Office and

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Professional Employees & Professional Employees Pension Fund in the manner set forth in the Trust Agreement of said Trust. The details of such Retirement Plan established by this Trust Fund and this Trust Fund itself shall continue to be controlled and administered by a Joint Board of Trustees composed of equal representation of labor and management who are signatory to the Trust Agreement of the aforesaid Trust Fund. Within ninety (90) days of the ratification of this Agreement, the Union shall furnish the Employer with a current copy of the Trust Agreement when requested.

Section 18.2 If the Employer is contributing instead to the Western Washington Painters Trust, the contributions shall be as follows:

Effective April 1, 2015, the Employer shall contribute four dollars and twenty-four cents (\$4.24) per compensable hour for each regular full-time employee and each regular part-time employee participating in the Western Washington Painters Trust.

Section 18.3(a) SUPPLEMENTAL PENSION. Effective April 1, 2024, the Employer shall contribute two dollars (\$2.00) per compensable hour for each regular full-time employee and each regular part-time employee covered by this Agreement. The Employer agrees to and shall be bound by all terms, conditions and provisions of the Trust Agreement and any changes, additions, amendments or modifications thereto which are made by the authorized Joint Trustees of the Office and Professional Employees Local 8 and Local 11 Supplemental Retirement Fund.

Section 18.3(b) If an employee defers any amount per hour into the Supplemental Pension 401(k) plan the Employer shall contribute an additional match up to seventy-five cents (\$0.75) per hour.

Section 18.3(c) SALARY DIVERSION. An amount may be elected by each employee as a reduction in the minimum salary schedule described in the Salary Schedule for the purpose of contributing such amount to the Office and Professional Employees Local 8 and Local 11 Supplemental Retirement Fund. The Employer agrees to transmit the amounts withheld from such employees' wages on a pre-tax basis as soon as the funds can be transmitted and no later than the next payroll period following an employee's written request for such wage diversion. Employees may elect to divert any amount up to the maximum threshold set by the IRS rules governing 401(k) plans. An employee shall be entitled to only one (1) election each quarter of a calendar year and, once made, the election shall not be subject to revocation. The forms for the election shall be provided by the administrative office of the aforesaid Trust Fund. Any election under this paragraph shall not be effective until the first of the month following the month in which a completed election form is provided to the Employer. The resulting salary level shall be considered to be the negotiated salary level for that employee for the remainder of this Agreement following the election. However, for the purposes of determining any other amounts under this Agreement based upon wage level, the original amount described in the Salary Schedule shall apply.

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

ARTICLE 19

NON-DISCRIMINATION

Section 19.1 The Employer agrees to not discriminate against an employee because of their activity as a member of the Office and Professional Employees International Union Local No. 8 and Local No. 11.

Section 19.2 Neither the Union nor the Employer, in carrying out their obligations under this Agreement, shall discriminate in matters of hiring, training, promotion, transfer, layoff, discharge or otherwise because of race, color, creed, national origin, sex, age, sexual orientation, gender identity, religion, ancestry, marital status, political ideology, or the presence of a sensory, mental or physical handicap subject to occupational requirements and the ability to perform the job.

Section 19.3 The Employer agrees to the principle of equal pay for equal work and agrees that there shall be no discrimination exercised in this respect. In all cases where women are performing work of a comparable quantity and quality as that performed by men, the same rate of pay shall prevail. This applies only to positions in the bargaining unit.

Section 19.4 No clause in this Agreement shall be understood to imply any lowering of the working conditions and rates of pay heretofore existing in the office of the employees.

ARTICLE 20

SEPARABILITY

In the event that any provision of this Agreement shall, at any time, be declared invalid by any court of competent jurisdiction or through government regulations or decrees, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. The parties agree that any invalid provisions of this Agreement shall be modified to comply with the existing regulations or laws.

ARTICLE 21

SUCCESSORS

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

ARTICLE 22

DISPUTE RESOLUTION

Section 22.1 A grievance within the meaning of this Agreement shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to any matters of hours, working conditions and wages, or any dispute between the parties involving interpretation or application of any provision of this Agreement.

Section 22.2 Should any controversies arise between the parties to this Agreement as to its interpretation or application or as to any matters related to wages, hours and working conditions as provided for in this Agreement, such controversies, shall be submitted to the following procedures:

Step I: Immediate Supervisor

The employee, and Union Representative and the Shop Steward if requested by the employee, shall first meet with the employee's immediate supervisor and attempt to resolve the problem. The meeting shall be requested and scheduled within fourteen (14) calendar days of the employee's knowledge of the facts which constitute the grievance. The immediate supervisor shall within fourteen (14) calendar days of the meeting respond to the employee in writing and provide an answer to the grievance.

Step II: Employer Representative

If the matter is not resolved to the employee's satisfaction in Step I, the employee and Union Representative shall present the grievance to the Employer Representative within fourteen (14) days of the immediate supervisor's decision. The Employer Representative shall reply in writing within fourteen (14) days following receipt of the grievance.

Step III: Arbitration

If the grievance is not settled on the basis of the foregoing procedures, either the Employer or the Union may submit the issue to arbitration within fourteen (14) working days following the meeting between the Employer Representative and the Union Representative. If the Employer and the Union fail to agree on an arbitrator, a list of seven (7) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one name remains.

Section 22.3 The arbitrator shall be authorized to rule and issue a decision and award, in writing, on any issue presented for arbitration, including the question of the arbitrability of such issue. The arbitrator's decision and award shall be final and binding upon both parties to this Agreement. The fees of the arbitrator shall be borne one-half (½) by the Union and one-half (½) by the Employer party to the arbitration.

Section 22.4 The Employer and the Union agree to make available to the other such pertinent data as each may deem necessary for the examination of all circumstances surrounding a grievance. The arbitrator shall be empowered to effect compliance with this provision by requiring the production of documents and other evidence.

Section 22.5 Any time limits stipulated in the grievance procedure may be extended for stated periods of time by the appropriate parties' mutual agreement in writing.

ARTICLE 23

HEALTH AND SAFETY

Section 23.1 The Employer retains exclusive responsibility for workplace health and safety and agrees to provide a safe and healthful work environment for all employees and to provide for reasonable standards of workplace sanitation, ventilation, cleanliness, light, noise levels and health and safety in general. The Employer agrees to comply with all applicable health and safety laws and regulations.

Section 23.2 A Safety Committee shall be established consisting of at least one (1) Employer and one (1) employee representative who shall meet at least quarterly to review safety issues, recommend improvements, ergonomic practices, and assist in correction of identified unsafe conditions or practices.

Section 23.3 The Employer will make reasonable efforts to accommodate the needs of employees who can demonstrate that health problems are caused or aggravated by work related assignments or by substances the employee is necessarily exposed to in the workplace.

ARTICLE 24

PICKET LINES

It is further understood and agreed that refusal by an employee covered by this Agreement, to go through a bona fide picket line, shall not constitute a violation of this Agreement, nor shall such refusal by an employee be cause for discharge or disciplinary action of any kind.

ARTICLE 25

TERMINATION AND RENEWAL


This Agreement shall be in full force and effect until March 31, 2027 and shall continue in effect from year to year thereafter unless either party gives notice, in writing, not more than ninety (90) days nor less than sixty (60) days prior to any expiration or modification date of its desire to terminate or modify such Agreement; provided that, in the event the Union serves written notice in accordance with this Section, any strike or stoppage of work after any expiration or modification date shall not be deemed in violation of any provision of this Agreement, any other provision to the contrary notwithstanding.

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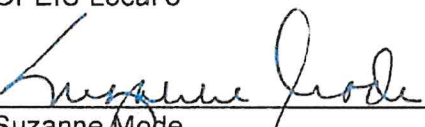
EXECUTED in Seattle, Washington this 17th day of April 2024.


OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCALS NO. 8 AND
11, AFL-CIO


I.U.P.A.T. DISTRICT COUNCIL 5


By 
Valarie Peaphon
Director of Contract Negotiations,
OPEIU Local 8

By 
Todd Springer
Business Manager/ Secretary-Treasurer,
I.U.P.A.T. District Council 5

By 
Suzanne Mode
Business Manager, OPEIU Local 8

By 
Karyn Morrison
Union Representative, OPEIU Local 11

By 
Shelby Lee
Bargaining Committee, OPEIU Local 11

By 
DeAnna Pierick
Bargaining Committee, OPEIU Local 8

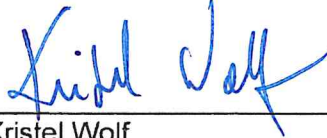
By 
Kristel Wolf
Bargaining Committee, OPEIU Local 8

EXHIBIT "A"

EMPLOYMENT STATUS REPORT

Employer: _____

Address: _____

Telephone No. _____ Employer Contact: _____

I. Change in Employment Status:

_____ Reduction in Force _____ Reduction in Hours

Reason(s) for the Reduction: _____

Effective Date: _____

Estimated Duration: _____

II. Employee Impact:

Employee Name: _____

Mailing Address: _____

Job Title/Classification: _____

Date of Hire: _____ Current Hours Worked Per Week: _____

Specific Impact of the Reduction: _____

Submitted to OPEIU Local 8/11 By: _____

Date: _____

ADDENDUM

PAID FAMILY AND MEDICAL LEAVE. The Employer will continue to pay the full premium amount for Washington Paid Family and Medical Leave. Oregon Paid Family and Medical Leave contributions are expected to begin on January 1, 2022. Upon implementation of payroll contributions for Oregon Paid Family and Medical Leave, the Employer shall pay the full premium amount for each Oregon bargaining unit employee. An employee may choose to use their accrued sick leave to supplement the state’s compensation when taking Oregon and/or Washington Paid Family and Medical Leave.

Pursuant to Article 7 of the Collective Bargaining Agreement, The Employer will abide by all City, State and Federal mandated leave laws including, but not limited to the following:

For Washington Employees	For Oregon Employees
1. Family and Medical Leave (29 U.C §2601 et seq.)	1. Family and Medical Leave (29 U.C §2601 et seq.)
2. Washington Medical Leave Act (RCW 49.78)	2. Oregon Family Leave Act (ORS 659A.150 - 659A.186).
3. Family Care Act Leave (RCW 49.12.265).	3. Military Family Leave in Oregon (ORS 659A.090 – 659A.099).
4. Pregnancy Disability Leave (RCW 49.60).	4. Oregon Domestic Violence Leave (ORS 659.270 – 659A.285).
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).	
10. Washington State Paid Family and Medical Leave (RCW 50A.05 et seq.).	