



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

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

I.U.P.A.T. PAINTERS UNIONS' TRADE SECTION

AND

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

FOR THE PERIOD OF

APRIL 1, 2015 THROUGH MARCH 31, 2018

COLLECTIVE BARGAINING AGREEMENT
OPEIU LOCAL 8 AND LOCAL 11 – IUPAT PAINTERS UNION'S TRADE SECTION

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COLLECTIVE BARGAINING AGREEMENT

I. U. P .A. T. PAINTERS UNIONS' TRADE SECTION

THIS AGREEMENT is made and entered into at Seattle, Washington this 1st day of April 2015, by and between _____

DISTRICT COUNCIL #5

hereinafter referred to as the EMPLOYERS, 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 Exhibit A for guidelines), excluding elected officers, elected or hired business representatives, staff assistants and organizers and supervisors, as defined by the Act.

Section 1.1(a) The Employer agrees that by signing this Agreement between the Association and the Union it thereby becomes a member of the multi-employer bargaining unit covered by this Agreement, whether or not it joins the Association. The Employer hereby delegates full bargaining authority to the Association, which is the recognized bargaining representative for said multi-employer bargaining unit, and this states its unequivocal intention to be bound by group rather than individual bargaining action. The Association, as determined by the affiliated Employers, agrees that it shall encourage non-affiliated I.U.P.A.T. Unions to join the Association and affiliated Unions to retain their membership in the Association.

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 at any reasonable time, for the purpose of investigating conditions relating to this Agreement, and the Union Representative will first make his/her presence known to the Employer.

Section 3.2 The Employer shall recognize the Office Steward who shows authority from the Union 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 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 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.

ARTICLE 4

HIRING AND TERMINATION

Section 4.1 In employing new workers or replacing workers, the Employer must place an order with the Union stating what the work will consist of, so the Union will be able to furnish the most competent help available.

Section 4.2 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 as follows: Medical examinations and bonding. The Employer agrees not to use employment agencies where fees are required of the employee.

Section 4.3 It is further agreed that the Employer has the final choice as to whom is hired and shall notify the Union within seventy-two (72) hours of hire of a new employee, Saturday, Sunday and holidays excepted. The Employer shall notify the Union in writing within seventy-two (72) hours after a new employee is put to work giving name, address, social security number, classification, rate of pay and the date the employee was put to work.

Section 4.4 Regular full-time and regular part-time employees shall be hired on a probationary period for the first ninety (90) calendar days. Termination or discipline during this period will not be subject to review by the Union. A thirty (30) day extension of the probationary period may be granted upon written request by the Employer to the Union for a total of one hundred and twenty (120) calendar days.

Section 4.5 No employee shall be disciplined or discharged except for just cause. Upon termination, an employee, upon request, shall receive written notice from the Employer or his/her agents stating the true cause of termination.

Section 4.6(a) TERMINATION NOTICE. 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 medical reasons, an employee must give same notice on terminating or forfeit accrued vacation pay not to exceed two weeks.

Section 4.6(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 4.6(c) The Employer shall notify the Union in writing at least five (5) days after implementing an employee layoff or reduction in hours. The Employer will complete "Exhibit B - Employment Status Report" of the contract and forward it to the Union as the required written notification.

Section 4.7 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 4.8(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 4.8(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 his or her former position and shall receive such pay rate immediately. All employees so promoted shall be placed on the higher rated job for a probationary period of thirty (30) days. In the event the employee does not successfully pass the probationary period, such employee shall be given his/her former position without any loss of seniority or pay.

Section 4.8(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 5, Seniority.

ARTICLE 5

SENIORITY

Section 5.1 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 5.2 An employee shall lose his or her 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 5.3 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 6

HOLIDAYS

Section 6.1(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	Floating Day (<i>determined by the Employer</i>)
Thanksgiving Day	Employee's Birthday

and such other holidays observed by the officers of the Employer, but not to exceed twelve (12) holidays in any one year.

Section 6.1(b) The employee must notify the Employer of his or her birthday as soon as practical after the Contract is signed. A new employee must be in the employ of the Employer for ninety (90) days before becoming eligible for the Birthday Holiday. If a birthday falls on a Saturday or Sunday, it shall become the Employer's option to pay the straight-time hourly rate times seven (7) or give the employee a day off in lieu of as agreed to between the employee and the Employer. It is also agreed that the employee may take an additional day in lieu of the birthday holiday to be used within the following twelve (12) months.

Section 6.2 Employees required to work on the primary holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day) shall receive a minimum of seven (7) hours pay in addition to overtime pay. Employees required to work on the last working day before Christmas, the day after Thanksgiving and the employee's birthday shall receive a minimum of seven (7) hours straight-time pay plus seven (7) hours accumulated compensable time at the straight-time rate. This accumulated compensable time may be reclaimed at a later date as selected by the employee and approved by the Employer in the same manner as vacation time.

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

Section 6.4 In the event a holiday honored under this Agreement falls during an employee's vacation, such employee shall receive an additional day's vacation or pay in lieu thereof.

Section 6.5 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.

Section 6.6 All regular full time employees shall be paid for all holidays. If the employee is working an authorized alternate work schedule that causes any of the aforementioned holidays to fall on the employees normal day off the employee shall be granted an additional vacation day in lieu of the holiday.

ARTICLE 7

LEAVE

Section 7.1(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. No sick leave shall be accredited to an employee until such employee has been in the employ of the Employer for a period of thirty (30) days.

Section 7.1(b) Such sick leave accrual shall be credited to an employee's Regular Sick Leave Account.

Section 7.1(c) Once an employee has accrued sixty (60) working days of sick leave credits, each additional day of sick leave accrual, up to a maximum of thirty-six (36) days, shall be credited to the employee's Sick Leave Reserve Account. Sick leave benefits credited to the Reserve Account may only be used after an employee has exhausted all sick leave benefits credited to the Regular Sick Leave Account.

Section 7.1(d) Sick leave shall be approved by the Employer for the following purposes: 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 may use up to three (3) days of accrued sick leave per year to care for their spouse and parents, and additional sick leave may be used upon approval by the Employer. 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. 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.

Section 7.1(e) Upon termination, an employee shall be paid for thirty-three percent (33%) of his or her unused sick leave accumulation of the employee's Regular Sick Leave Account.

Section 7.1(f) Upon the departure of any employee, the Health and Welfare shall remain effective through the following month.

Section 7.2 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, Spousal Equivalent, Grandparents, Grandchildren, Mother-in-Law or Father-in-Law.

Section 7.3 PERSONAL LEAVE WITHOUT PAY. Employees shall 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 his or her 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 7.4(a) UNION LEAVE. A leave of absence without pay shall be granted upon request of an employee on the active payroll in case he or she is appointed or selected to a full-time Union position for the period of time necessary to fill such position. If the leave was granted to accept a full-time position with the Union, reinstatement will be made to a job in his or her former pay grade which he or she is competent to perform, providing an appropriate job opening exists. The employee shall accumulate and increase his or her seniority.

Section 7.4(b) Leave without pay shall be granted upon request of an employee for Union business and Union or educational conferences and workshops.

Section 7.5 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 7.6 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 7.7 In the event of snow or ice conditions it shall be left to the judgment of the employee to determine if he/she can safely travel to work. If required, the employee may choose to use vacation, sick or unpaid time for such absences.

ARTICLE 8

DEFINITIONS

Section 8.1 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 4, Section 4.4 and shall be entitled to full benefits under the terms of the Agreement accrued from the date of employment.

Section 8.2 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 4, Section 4.4. 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. Sick and Vacation accrual shall be prorated based on annual hours compensated divided by 1820 hours. 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 8.3(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 5 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 7. The Employer shall notify the Union in writing if such positions are to be filled.

Section 8.3(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 9

AUTOMATION

Section 9.1 In cases where positions are abolished because of automation or system changes, all possible consideration will be given to transferring employees to comparable jobs in employment. Also, every consideration will be given to training present employees to operate any new equipment installed as a result of these changes.

Section 9.2 In the event of proposed technological changes, such as the introduction of data processing equipment or computers, any new jobs/work created by the virtue of the installation of such equipment will be offered to employees within the collective bargaining unit on the basis of seniority and qualifications prior to hiring from outside sources. 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 9.3 In the event training programs are necessary for employees to qualify for jobs

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

Section 9.4 The Employer agrees to comply with State and Federal laws which regulate working conditions for all employees including those performing repetitious work.

ARTICLE 10

HOURS OF WORK

Section 10.1(a) The regular hours of work shall not exceed seven (7) hours in any one day to be worked within eight (8) hours between 6:30 a.m. and 5:30 p.m., nor more than thirty-five (35) hours in any one week.

Section 10.1(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.

Section 10.1(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 for the first hour after the regular shift on regular workdays. All time worked past the first hour on regular workdays and all time worked on Saturday and Sunday, except for those employee who work an alternate schedule that includes working Saturday and/or Sunday, shall be paid at twice 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 10.1(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) 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 10.2(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) hours in any one day to be worked within nine and three-fourths (9¾) consecutive hours between 8:00 a.m. and 6:00 p.m.; not more than thirty-five (35) hours in any one week.

Section 10.2(b) Time worked in excess of the regular eight and three-fourths (8¾) hour workday shall be paid for at one and one-half (1½) times the actual rate of said employee's pay

for the first hour after the regular shift on regular workdays. All time worked past the first hour on regular workdays and all time worked on the employee's regular days off shall be paid for at twice the actual rate of said employees' pay. All regularly scheduled mandatory overtime shall be paid at twice the actual rate of said employee's pay.

Section 10.3 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 10.4 An employee who is required to work two (2) hours or more beyond the close of the regular workday or an employee who is released at the close of the regular workday and is instructed to report back to work shall be entitled to \$6 dinner money or in lieu thereof shall be furnished with dinner by the Employer.

Section 10.5 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 10.6 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 10.7 In offices employing more than one employee, overtime shall be distributed as equally as practicable among employees qualified to perform the work.

ARTICLE 11

VACATIONS

Section 11.1 Vacation with pay shall be accrued on the following basis:

<u>Length of Employment</u>	<u>Vacation</u>
Zero to six months	Six days <i>(after 6 months of employment unless mutually agreeable otherwise)</i>
Six months to a year	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 11.2 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 11.3 Vacations shall be taken at a time mutually agreeable to the Employer and the employee. The Employer shall make available the vacation schedule by April 1st of each year and shall make vacation time available at reasonable times every year. The Employer shall act on vacation requests within five (5) working days of the request.

Section 11.4 Senior employees shall be given preference in the selection of vacation periods. An employee who splits his or her 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 11.5 Vacation pay shall be paid in advance of the employee's vacation if requested by the employee.

Section 11.6 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.

Section 11.7 Any employees hired before March 1, 2001, working less than thirty (30) hours a week, shall receive accrued vacation at the rate of one hundred twenty percent (120%) of time worked to accommodate the change of paid holidays.

ARTICLE 12

HEALTH AND WELFARE

Section 12.1(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 12.1(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: Effective April 1, 1998, eligible employees shall receive \$300 per week in Short-term Disability benefits, Life/Accidental Life and Dismemberment, and Long-term Disability coverage through the Puget Sound Benefits Trust.

Section 12.2 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 12.3 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 8.2 of the Agreement. Regular part-time employees on payroll prior to March 1, 1998, shall be eligible for benefits in Section 12.1(b) at the employee’s option.

Section 12.4 All employees shall be covered by Industrial Insurance.

ARTICLE 13

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 14

SALARY SCHEDULE

Section 14.1(a) DISTRICT COUNCIL 5 - WEST (All of Washington North of Centralia, West of Snoqualmie). Effective April 1, 2015, the Employer shall increase the minimum hourly rates of all bargaining unit employees by sixty-five cents (\$.65).

<u>GROUP NO.</u>	<u>STARTING SALARY</u>	<u>AFTER SIX MONTHS</u>	<u>AFTER ONE YEAR</u>
I*	Open	Open	Open
II	26.29	28.93	30.01
III	25.43	28.02	28.87
IV	24.54	27.05	27.88
V	24.54	26.57	27.35
VI	23.84	25.72	26.39
VII	22.57	24.46	25.17
VIII**	Open	Open	Open

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

**This is a work study position where academic credit is being achieved. This wage is to be negotiated between the Union and the Employer and shall not exceed the starting wage of

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the next higher group.

Section 14.1(b) DISTRICT COUNCIL 5 - SOUTH (South of Centralia, West of Snoqualmie, and all of Oregon). Effective April 1, 2015, the Employer shall increase the minimum hourly rates of all bargaining unit employees by sixty-five cents (\$.65).

<u>GROUP NO.</u>	<u>STARTING SALARY</u>	<u>AFTER SIX MONTHS</u>	<u>AFTER ONE YEAR</u>
I*	Open	Open	Open
II	24.38	27.03	28.09
III	23.53	26.11	26.96
IV	22.64	25.15	25.96
V	22.64	24.70	25.47
VI	21.92	23.85	24.48
VII	20.67	22.57	23.28
VIII**	Open	Open	Open

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

**This is a work study position where academic credit is being achieved. This wage is to be negotiated between the Union and the Employer and shall not exceed the starting wage of the next higher group.

Section 14.1(c) I.U.P.A.T. UNIONS EAST (East of Snoqualmie). Effective April 1, 2015, the Employer shall increase the minimum hourly rates of all bargaining unit employees by sixty-five cents (\$.65).

<u>GROUP NO.</u>	<u>STARTING SALARY</u>	<u>AFTER SIX MONTHS</u>	<u>AFTER ONE YEAR</u>
I*	Open	Open	Open
II	18.68	20.66	21.36
III	17.99	19.90	20.58
IV	17.32	19.16	19.80
V	17.32	19.16	19.80

COLLECTIVE BARGAINING AGREEMENT
 OPEIU LOCAL 8 AND LOCAL 11 – IUPAT PAINTERS UNION’S TRADE SECTION

VI	16.68	18.45	19.07
VII	16.07	17.77	18.37
VIII**	Open	Open	Open

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

**This is a work study position where academic credit is being achieved. This wage is to be negotiated between the Union and the Employer and shall not exceed the starting wage of the next higher group.

Section 14.1(d) DISTRICT COUNCIL 5 - WEST (All of Washington North of Centralia and West of Snoqualmie). Effective April 1, 2016, the Employer shall increase the minimum hourly rates of all bargaining unit employees by one hundred percent (100%) of the Seattle-Bremerton average for Urban Wage Earners and Clerical Workers (“CPI”) measured from February to February each year, with a minimum of one percent (1%) to a maximum of four and one-half percent (4.5%).

Section 14.1(e) DISTRICT COUNCIL 5 - SOUTH (South of Centralia, West of Snoqualmie, and all of Oregon). Effective April 1, 2016, the Employer shall increase the minimum hourly rates of all bargaining unit employees by one hundred percent (100%) of the Seattle-Bremerton average for Urban Wage Earners and Clerical Workers (“CPI”) measured from February to February each year, with a minimum of one percent (1%) to a maximum of four and one-half percent (4.5%).

Section 14.1(f) I.U.P.A.T. UNIONS EAST (East of Snoqualmie). Effective April 1, 2016, the Employer shall increase the minimum hourly rates of all bargaining unit employees by one hundred percent (100%) of the Seattle-Bremerton average for Urban Wage Earners and Clerical Workers (“CPI”) measured from February to February each year, with a minimum of one percent (1%) to a maximum of four and one-half percent (4.5%).

Section 14.1(g) DISTRICT COUNCIL 5 - WEST (All of Washington North of Centralia and West of Snoqualmie). Effective April 1, 2017, the Employer shall increase the minimum hourly rates of all bargaining unit employees by one hundred percent (100%) of the Seattle-Bremerton average for Urban Wage Earners and Clerical Workers (“CPI”) measured from February to February each year, with a minimum of one percent (1%) to a maximum of four and one-half percent (4.5%).

Section 14.1(h) DISTRICT COUNCIL 5 - SOUTH (South of Centralia, West of Snoqualmie, and all of Oregon). Effective April 1, 2017, the Employer shall increase the minimum hourly rates of all bargaining unit employees by one hundred percent (100%) of the Seattle-Bremerton average for Urban Wage Earners and Clerical Workers (“CPI”) measured from February to February each year, with a minimum of one percent (1%) to a maximum of four and one-half percent (4.5%).

Section 14.1(i) I.U.P.A.T. UNIONS EAST (East of Snoqualmie). Effective April 1, 2017, the Employer shall increase the minimum hourly rates of all bargaining unit employees by one hundred percent (100%) of the Seattle-Bremerton average for Urban Wage Earners and Clerical Workers ("CPI") measured from February to February each year, with a minimum of one percent (1%) to a maximum of four and one-half percent (4.5%).

Section 14.1(j) Prior experience in the Trade Section will be considered by the Employer when determining starting salary for the employee.

Section 14.1(k) The rate for temporary employees, as defined in Article 8, Section 8.3, 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 14.2 Where a person does a combination of any of the above described classifications, the salary shall be based upon the highest paid classification.

Section 14.3 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 14.4 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 14.5 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 15

PENSIONS

Section 15.1(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, 2015, 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, not to exceed thirty-five (35) hours in any one week. The total contribution shall be \$5.94 per hour (\$3.30 + \$2.64).

COLLECTIVE BARGAINING AGREEMENT
OPEIU LOCAL 8 AND LOCAL 11 – IUPAT PAINTERS UNION'S TRADE SECTION

Effective April 1, 2016, 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, not to exceed thirty-five (35) hours in any one week. The total contribution shall be \$5.94 per hour (\$3.30 + \$2.64).

Effective April 1, 2017, 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, not to exceed thirty-five (35) hours in any one week. The total contribution shall be \$5.94 per hour (\$3.30 + \$2.64).

Should the Western States Office & Professional Employees Pension Fund release the Employer from the obligation to pay according to the Supplemental Contribution Schedule, then the minimum pension contribution amount of three dollars and thirty cents (\$3.30) per compensable hour shall be in full force and effect.

Section 15.1(b) Said contribution shall be made to the Western States Office and 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 15.2 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, not to exceed thirty-five (35) hours in any one week.

Section 15.3(a) SUPPLEMENTAL PENSION. Effective April 1, 2015, the Employer shall contribute fifteen cents (\$0.15) per compensable hour for each regular full-time employee and each regular part-time employee covered by this Agreement, not to exceed thirty-five (35) hours in any one week. 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 15.3(b) 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 16

NON-DISCRIMINATION

Section 16.1 The Employer agrees to not discriminate against an employee because of his/her activity as a member of the Office and Professional Employees International Union Local No. 8 and Local No. 11.

Section 16.2 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, 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 16.3 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 16.4 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 17

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 18

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 19

DISPUTE RESOLUTION

Section 19.1 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 19.2 The initial grievance process shall be as follows:

Step 1 It is also agreed that should any controversies arise between the parties to this Agreement as to its interpretation or application, or as to any matters related to wages, hours and working conditions as provided for in this Agreement, the same will be taken up for settlement by the Employer and individual employee and/or Local Union Representative within fifteen (15) calendar days of either party's knowledge of the grievance. Such grievance shall be reduced to writing and include the alleged contract violation and remedy sought.

Step 2 The employee and the steward/representative, or the employee individually shall meet with the Employer within five (5) days of filing the grievance. In the event the grievance is not satisfactorily settled within five (5) working days, the employee and the steward or Union Representative shall complete and sign a written response and forward the grievance to the next step in the procedure.

Step 3 The Union Grievance Committee, composed of two (2) members not from the effected bargaining group, the Employer Committee, composed of two (2) members not from the effected Employer group, shall be formed and meet to discuss the grievance within seven (7) calendar days after receipt of written response as outlined in Step 2. In the event of failure to reach a satisfactory adjustment within three (3) additional working days. The Joint Committee shall notify the Union and Employer.

If either party fails to meet the above deadlines, the grievance will be considered settled in favor of the other party.

Section 19.3 In the event the Grievance Committee enumerated in Section 19.2 is unable to agree within a period of seven (7) days, the Union or the Employer may refer the dispute to binding arbitration or, by mutual agreement, request formal mediation through the Federal Mediation and Conciliation Service. Mediators shall be chosen from a list of seven (7) names provided by the Federal Mediation Service with the parties alternately striking a name from the list until one (1) name remains as the mediator. Any fee for the mediator shall be divided equally between the parties. If either party is not satisfied with the opinion of the mediator, they may move to binding arbitration within thirty (30) calendar days after the commencement of mediation. A form of expedited arbitration may be used if mutually agreed to by the Union and the Employer. During such proceedings, there shall be no cessation of work.

Section 19.4 In the event the Employer and the Union cannot agree upon the selection of an arbitrator within fifteen (15) days from the date of referral of the controversy to the arbitration, the arbitrator shall be selected in the following manner: The Federal Mediation and Conciliation Service shall be jointly requested by the parties to name a panel of seven (7) arbitrators. The parties shall then choose the arbitrator by the Employer and the Union, in that order, alternately striking a name from the list until one (1) name remains as the arbitrator chosen by the parties and empowered to arbitrate the dispute.

Section 19.5 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 by the losing party.

Section 19.6 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 19.7 In the event either party fails to deliver to the other a signed Agreement, in writing, to submit any question to arbitration within ninety-six (96) hours after receipt of a request from the other to submit such question to arbitration, such party shall, notwithstanding any other provisions of this Agreement, have the right to strike, take economic or other appropriate action. By exercising its rights under this Section, neither party shall be deemed to have waived its right to proceed in the courts to compel the other to submit to arbitration.

Section 19.8 Employees covered by this Agreement must go through the procedure set forth herein before going to any outside source or their right for arbitration will be forfeited.

Section 19.9 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 20

HEALTH AND SAFETY

Section 20.1 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 20.2 The Employer shall provide the following protections for VDT/CRT Operators: Ten (10) minute periods of alternative work or rest every hour of on-machine time; proper positioning of machine, furniture, lighting; glare control; annual maintenance of machinery; training for operators in proper and safe use of equipment, including recommended ergonomic practices and potential hazards.

Section 20.3 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 and assist in correction of identified unsafe conditions or practices.

Section 20.4 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 21

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 22

TERMINATION AND RENEWAL

This Agreement shall be in full force and effect until March 31, 2018 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.

COLLECTIVE BARGAINING AGREEMENT
OPEIU LOCAL 8 AND LOCAL 11 – IUPAT PAINTERS UNION'S TRADE SECTION

EXECUTED in Seattle, Washington this 22nd day of October 2015.

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

I.U.P.A.T. PAINTERS UNIONS' TRADE
SECTION

By Mary J. Maloy
Mary Maloy
Union Representative, OPEIU Local 8

By Denis Sullivan
Denis Sullivan
Business Manager, District Council 5

By Suzanne Mode
Suzanne Mode
Business Manager, OPEIU Local 8

By Mike Richards
Mike Richards
Executive Secretary-Treasurer, OPEIU Local 11

By Matthew DeVore
Matthew DeVore
Union Representative, OPEIU Local 11

By Jeri Bloom
Jeri Bloom
Bargaining Committee, OPEIU Local 8

By Sandra Stefan
Sandra Stefan
Bargaining Committee, OPEIU Local 8

EXHIBIT "A"

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 14, Section 14.2 shall apply.

GROUP I

Office Manager

Oversees all operations in the office. 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.

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 independence 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

Supervisor

Can oversee specific operations and give direction to co-workers. May perform the functions of this and/or lower paid Groups.

Systems Manager/Computer Programmer

Oversees computer network systems and all facets of computer operations including programming, access privileges and establishing accounts. Able to do application programming on computer systems and programming within programs used in the office. May perform the functions of this and/or lower paid Groups.

GROUP III

Secretary/Dues 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.

Table Top Publishing and Graphics Specialist

Able to do complex page layouts, color separations, and design and produce graphics. May perform the functions of this and/or lower paid Groups.

Paralegal

Assist attorney, do legal research, original preparation of documents and affidavits. Assist in grievance research and unemployment compensation representation in an administrative context. May perform the functions of this and/or lower paid Groups.

Dispatcher I

Able to write dispatches and refer workers to jobs without supervision. Responsible for all aspects of dispatch. 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 IV

Word Processor I

Able to do complex formatting, merging and electronic filing as well as maintain data bases for mailing purposes. May perform the functions of this and/or lower paid Groups.

Dispatcher II

Able to write dispatches and refer workers to jobs under the direction of management. May perform the functions of this and/or lower paid Groups.

GROUP V

Cashier/Receptionist

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.

Machine Operator

Handles offset press, mimeograph, folding machines, etc. May perform the functions of this and/or lower paid Groups.

Dues Clerk

Accept payments for dues, post receipts into system, issue proper dues receipts, balance daily dues receipts, and track members status. May perform the functions of this and/or lower paid Groups.

GROUP VI

Keyboard Operator/Word Processor II/Typist

Able to enter data of a general and repetitious nature and/or type correspondence and maintain electronic and paper files. May perform the functions of this and/or lower paid Groups.

GROUP VII

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.

GROUP VIII

Student Intern

Learning and experience gaining position of limited duration specifically designed for students who receive academic credit while working.

EXHIBIT "B"

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: _____

LETTER OF UNDERSTANDING
BETWEEN
I.U.P.A.T. DISTRICT COUNCIL 5
AND THE
OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 11

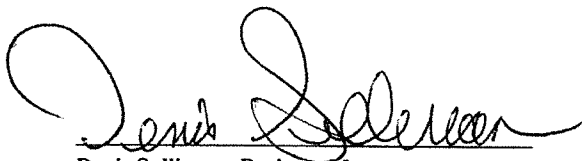
Health & Welfare – Dental – Optical – Prescription

- 1) Employees hired before April 1, 2005 with the Western States Health & Welfare Trust Fund of the OPEIU shall be allowed to keep their current health & welfare, the Employer will guarantee that employees will not have to pay additional cost for negotiated benefit coverage of the Health & Welfare (OP); Dental (UCR plan) and Optical for the life of this Agreement, provided thirty (30) days written notice is given by the Trust.
- 2) All compensable hours count towards the health & welfare eligibility rule (70-hours per payroll month).
- 3) Any coverage not shown above, but found in the main body or the contract shall be provided.

Pensions

- 1) The I.U.P.A.T. District Council No. 5 shall continue to contribute into the Western States 401(k) Retirement Fund of the OPEIU at the minimum contribution rate of two dollars and fifty-six cents (\$2.56) on behalf of Vicki Sutherland.

Agreed to on this 3rd day of April 2015.



**Denis Sullivan – Business Manager
I.U.P.A.T. Painters Unions Trade Section District Council 5**



**Michael L Richards – Executive Secretary-Treasurer
OPEIU Local 111**



**Matthew E DeVore – Union Representative
OPEIU Local 11**



OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 8

2800 First Ave., Rm. 304 • Seattle, WA 98121-1114 • (800) 600-2433 • (206) 441-8880 • Fax No. (206) 441-0207 • opeiu8@opeiu8.org • www.opeiu8.org



April 28, 2016

TO: Members of the OPEIU Local 8 I.U.P.A.T. Unions' Trade Section
FROM: Mary Maloy, Union Representative MW
SUBJECT: 2016 COMPENSATION

Our current Collective Bargaining Agreement ties your annual wage increase to the Consumer Price Index:

Effective April 1, 2016, the Employer shall increase the minimum hourly rates of all bargaining unit employees by one hundred percent (100%) of the Seattle-Bremerton average for Urban Wage Earners and Clerical Workers ("CPI") measured from February to February each year, with a minimum of one percent (1%) to a maximum of four and one-half percent (4.5%).

The U.S. Department of Labor has determined this calculation to be 2.4%. Your rate of pay and our contract's salary schedule should be increased accordingly.

Section 14.1(a) DISTRICT COUNCIL 5 - WEST (All of Washington North of Centralia, West of Snoqualmie). Effective April 1, 2016, all current wage scales will be increased by 2.4% and shall be the basic minimum hourly rates for all employees covered by this Agreement.

Table with 4 columns: GROUP NO., STARTING SALARY, AFTER SIX MONTHS, AFTER ONE YEAR. Rows include groups I* through VIII** with corresponding salary values.

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

**This is a work study position where academic credit is being achieved. This wage is to be negotiated between the Union and the Employer and shall not exceed the starting wage of the next higher group.

Section 14.1(b) DISTRICT COUNCIL 5 - SOUTH (South of Centralia, West of Snoqualmie, and all of Oregon). Effective April 1, 2016, all current wage scales will be increased by 2.4% and shall be the basic minimum hourly rates for all employees covered by this Agreement.

<u>GROUP NO.</u>	<u>STARTING SALARY</u>	<u>AFTER SIX MONTHS</u>	<u>AFTER ONE YEAR</u>
I*	Open	Open	Open
II	24.97	27.68	28.76
III	24.09	26.74	27.61
IV	23.18	25.75	26.58
V	23.18	25.29	26.08
VI	22.45	24.42	25.07
VII	21.17	23.11	23.84
VIII**	Open	Open	Open

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

**This is a work study position where academic credit is being achieved. This wage is to be negotiated between the Union and the Employer and shall not exceed the starting wage of the next higher group.

Section 14.1(c) I.U.P.A.T. UNIONS EAST (East of Snoqualmie). Effective April 1, 2016, all current wage scales will be increased by 2.4% and shall be the basic minimum hourly rates for all employees covered by this Agreement.

<u>GROUP NO.</u>	<u>STARTING SALARY</u>	<u>AFTER SIX MONTHS</u>	<u>AFTER ONE YEAR</u>
I*	Open	Open	Open
II	19.13	21.16	21.87

III	18.42	20.38	21.07
IV	17.74	19.62	20.28
V	17.74	19.62	20.28
VI	17.08	18.89	19.53
VII	16.46	18.20	18.81
VIII**	Open	Open	Open

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

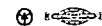
**This is a work study position where academic credit is being achieved. This wage is to be negotiated between the Union and the Employer and shall not exceed the starting wage of the next higher group.

Please don't hesitate to call me with any questions: 1-800-600-2433 or 206-441-8880 ext.106.



OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 8

2800 First Ave., Rm. 304 • Seattle, WA 98121-1114 • (800) 600-2433 • (206) 441-8880 • Fax No. (206) 441-0207 • opeiu8@opeiu8.org • www.opeiu8.org



March 27, 2017

TO: Members of the OPEIU Local 8 I.U.P.A.T. Unions' Trade Section

FROM: Mary Maloy, Union Representative *(MMA)*

SUBJECT: 2017 COMPENSATION

Our current Collective Bargaining Agreement ties your annual wage increase to the Consumer Price Index:

Effective April 1, 2017, the Employer shall increase the minimum hourly rates of all bargaining unit employees by one hundred percent (100%) of the Seattle-Bremerton average for Urban Wage Earners and Clerical Workers ("CPI") measured from February to February each year, with a minimum of one percent (1%) to a maximum of four and one-half percent (4.5%).

The U.S. Department of Labor has determined this calculation to be **3.7%**. Your rate of pay and our contract's salary schedule should be increased accordingly.

Section 14.1(a) DISTRICT COUNCIL 5 - WEST (All of Washington North of Centralia, West of Snoqualmie). Effective April 1, 2017, all current wage scales will be increased by 3.7% and shall be the basic minimum hourly rates for all employees covered by this Agreement.

<u>GROUP NO.</u>	<u>STARTING SALARY</u>	<u>AFTER SIX MONTHS</u>	<u>AFTER ONE YEAR</u>
I*	Open	Open	Open
II	27.92	30.72	31.87
III	27.00	29.75	30.65
IV	26.06	28.72	29.61
V	26.06	28.22	29.05
VI	25.31	27.31	28.02
VII	23.97	25.98	26.72
VIII**	Open	Open	Open

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

**This is a work study position where academic credit is being achieved. This wage is to be negotiated between the Union and the Employer and shall not exceed the starting wage of the next higher group.

Section 14.1(b) DISTRICT COUNCIL 5 - SOUTH (South of Centralia, West of Snoqualmie, and all of Oregon). Effective April 1, 2017, all current wage scales will be increased by 3.7% and shall be the basic minimum hourly rates for all employees covered by this Agreement.

<u>GROUP NO.</u>	<u>STARTING SALARY</u>	<u>AFTER SIX MONTHS</u>	<u>AFTER ONE YEAR</u>
I*	Open	Open	Open
II	25.89	28.70	29.82
III	24.98	27.73	28.63
IV	24.04	26.70	27.56
V	24.04	26.23	27.04
VI	23.28	25.32	26.00
VII	21.95	23.97	24.72
VIII**	Open	Open	Open

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

**This is a work study position where academic credit is being achieved. This wage is to be negotiated between the Union and the Employer and shall not exceed the starting wage of the next higher group.

Section 14.1(c) I.U.P.A.T. UNIONS EAST (East of Snoqualmie). Effective April 1, 2017, all current wage scales will be increased by 3.7% and shall be the basic minimum hourly rates for all employees covered by this Agreement.

<u>GROUP NO.</u>	<u>STARTING SALARY</u>	<u>AFTER SIX MONTHS</u>	<u>AFTER ONE YEAR</u>
I*	Open	Open	Open
II	19.84	21.94	22.68
III	19.10	21.13	21.85

<u>GROUP NO.</u>	<u>STARTING SALARY</u>	<u>AFTER SIX MONTHS</u>	<u>AFTER ONE YEAR</u>
IV	18.40	20.35	21.03
V	18.40	20.35	21.03
VI	17.71	19.59	20.25
VII	17.07	18.87	19.51
VIII**	Open	Open	Open

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

**This is a work study position where academic credit is being achieved. This wage is to be negotiated between the Union and the Employer and shall not exceed the starting wage of the next higher group.

Please don't hesitate to call me with any questions: 1-800-600-2433 or 206-441-8880 ext.106.

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