



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

MASTER TRADE SECTION

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

FOR THE PERIOD OF

APRIL 1, 2016 THROUGH MARCH 31, 2019

COLLECTIVE BARGAINING AGREEMENT
OPEIU LOCAL 8 – TRADE SECTION

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COLLECTIVE BARGAINING AGREEMENT

TRADE SECTION

THIS AGREEMENT is made and entered into at Seattle, Washington this 1st day of April 2016, by and between _____

hereinafter referred to as the EMPLOYER, and OFFICE AND PROFESSIONAL EMPLOYEES LOCAL NO. 8, AFL-CIO, hereinafter referred to as the UNION, for the purpose of fixing the minimum wage scale, schedule of hours, and general rules and regulations between the EMPLOYER and the UNION, and to clearly define mutual obligations between the parties hereto.

PREAMBLE

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

NOW THEREFORE, be it mutually agreed to as follows:

ARTICLE 1

RECOGNITION OF THE UNION

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 1.2 UNION LABEL. All communications of any type produced by Local 8 employees sent out of any office under this Agreement shall bear the Union label of the Office and Professional Employees Local No. 8, except that letters occasionally written by the Agents and Organizers and/or Executive officers of the Employer need not bear this label. Only OPEIU bargaining unit members are authorized to use the OPEIU 8 Union label. All official correspondence of the organization should be produced by employees covered by this Agreement. In no event shall bargaining unit employees suffer any loss in hours due to the aforementioned work being performed by anyone outside the bargaining unit.

Section 1.3 The Employer agrees that by signing the Agreement between the Association and the Union it thereby becomes a member of the multi-employer bargaining unit covered by said 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 agrees that it shall encourage non-affiliated Unions to join the Association and affiliated Unions to retain their membership in the Association.

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 Local 8'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 vacation 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 vacations from the application of this Agreement.

ARTICLE 3

UNION BUSINESS

Section 3.1 The Business Representative shall be allowed admission to the Employer's premises covered by this Agreement at any reasonable time, for the purpose of investigating conditions relating to this Agreement, and the Business Representative will first make his/her presence known to the Employer.

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 his or her designated supervisor or officer, may investigate all complaints.

Section 3.3(a) VOTE CHECK-OFF. The Employer agrees to check-off voluntary contributions for the Union's political action fund(s) 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 3.3(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 the Union and submitted to Local 8 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 3.4(a) 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(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 3.4(c) All monies collected under this Agreement shall be made payable to the Secretary-Treasurer of the Union and submitted to Local 8 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.

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 ninety (90) day extension of the probationary period may be granted upon mutual agreement by the Union after written request by the Employer to the Union.

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

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 (2) 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 ten (10) working days prior to 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. Prior to implementing a layoff, the Employer will discuss the matter with the Union to explain the situation and explore possible alternatives to layoff.

In the event of a layoff, the laid off employee(s) shall receive a letter of reference and a severance to be negotiated between the Union and the Employer.

Section 4.7 POSTING. In offices employing more than one employee, notice of all job vacancies shall be prominently posted for 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 the 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	Thanksgiving Day
Martin Luther King Jr.'s Day	Day after Thanksgiving
Presidents' Day	Last working day before Christmas
Memorial Day	Christmas Day
Independence Day	Employee's Birthday
Labor Day	

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.

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 Presidents' Day, Martin Luther King Junior's Day, 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 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 their 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 for observed holidays. Under no circumstances should an employee suffer any wage loss due to the observance of designated holidays. If a holiday falls on a day when a part-time employee is not scheduled to work, that employee shall receive holiday pay or paid time off, pro-rated to the number of hours worked per month.

ARTICLE 7

LEAVE

Section 7.1(a) SICK LEAVE. Sick leave with pay shall be accrued on the basis of one (1) day 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 for the employee and dependent children. Each employee will be granted sick leave for the serious health condition, as defined by the Family Medical Leave Act of 1993, of dependent children, including stepchildren, spouse and parents. 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 five (5) 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 twenty-five percent (25%) of his or her unused sick leave accumulation of the employee's Regular Sick Leave Account and Reserve Account.

Section 7.1(f) Employees with eighty-four (84) or more days of accrued sick leave may convert up to three (3) days of accrued sick leave to vacation if they have used three (3) or less days of sick leave during the previous calendar year.

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, stepparents, 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. After the first calendar year of employment, employees who are called for service on a jury shall be excused from work for the days on which they serve, and shall be paid the difference between the fee they receive for such service and the amount of straight-time earnings lost by reason of such service, up to a limit of seven (7) hours per day and thirty-five (35) hours per week; provided, however, an employee called for jury duty who is temporarily excused from attendance at court must report for work if sufficient time remains after such excuse to permit the employee to report to/or work at least one-half (½) of his/her normal workday. In order to be eligible for such payments, the employee must furnish a written statement from the appropriate public official showing the date and time served and the amount of jury duty pay received.

ARTICLE 8

DEFINITIONS

Section 8.1 A regular full-time employee is an employee who 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 works less than the regular seven (7) hour day and/or less than a five (5) day workweek 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. 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 fifteen percent (15%) 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 sixty (60) calendar days or who work on an intermittent basis throughout the year to cover workload 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 sixty (60) 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 sixty (60) 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 full-time employees or avoiding filling full-time or regular part-time positions. Bargaining unit employees shall have first right of refusal of overtime work.

Section 8.4 Volunteers will not be used for the purpose of displacing regular employees, avoiding filling full-time or regular part-time positions or avoiding the assignment of overtime to bargaining unit employees.

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 training for the purpose of operating this new equipment or computer software, 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. Training for bargaining unit employees will be provided on a timely basis. 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.

Section 9.5 TRAINING. A Trade Section Task Force shall be established for the purpose of exploring ways to create a jointly operated training program for bargaining unit employees. This Task Force shall consist of an equal number of representatives from the Employers' Association and the bargaining unit. Recommendations from the Task Force shall be considered in the next bargain of this Agreement.

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 8:00 a.m. and 5:30 p.m., nor more than thirty-five (35) hours in any one week. The Union and the Employer may negotiate a forty (40) hour work week instead of a thirty-five (35) hour work week.

Section 10.1(b) Flexible starting and ending hours may be arranged by mutual agreement of the Employer and employee 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) 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 described in Section 10.1(d). Either party may terminate the alternate work schedule with two (2) weeks' notice and return to regular working hours.

Section 10.1(d) 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 three (3) hours after the regular shift on regular workdays. All time worked past the first three (3) hours on regular workdays and all time worked on Saturday and Sunday, except for those employees 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 10.2(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.; nor 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 three and one-half (3½) hours pay at the regular rate. Employees called back to work shall receive a minimum of three and one-half (3½) hours pay at double the regular rate.

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 \$15 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, not 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 granted on the following basis:

<u>Length of Employment</u>	<u>Vacation</u>
Six months	Five days*
One year but less than 3 years	Ten days
Three years but less than 8 years	Fifteen days
Eight years but less than 13 years	Seventeen days
Thirteen years but less than 15 years	Twenty days
Fifteen years but less than 20 years	Twenty-three days
Twenty years but less than 25 years	Twenty-four days
Twenty-five or more years	Twenty-five days

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

*This shall not be construed to mean three (3) weeks of vacation during the first year.

Section 11.2 Cash shall not be paid in lieu of time off, except in unusual circumstances or unless vacation time earned cannot be scheduled due to operational needs of the Employer, with the consent of the Employer and the employee. 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. It is agreed that there will be no circumstance where cash will be paid in lieu of vacation except as provided in Section 11.2 of this Agreement. If an employee does not schedule vacation within twelve (12) months of the carry over, then such vacation hours shall be forfeited. An Employer who fails to accommodate requests for vacations that may result in a forfeiture of vacation hours shall be considered to be in violation of this Agreement.

A Letter of Understanding between the parties that states any accrued vacation at the time of ratification of this Agreement, in excess of fifty percent (50%) of annual vacation accrual, must be taken and/or cashed-out by December 31, 2011, unless otherwise agreed to by the Employer in writing.

ARTICLE 12

HEALTH AND WELFARE

Section 12.1(a) Effective April 1, 2016, the Employer agrees to pay into one of the plans provided through the jointly administered Puget Sound Benefits Trust or such other Health and Welfare Plan as may be mutually agreed upon by the Employer and the Union, to provide eligible employees with the following benefits: Medical, Dental, Orthodontic, Vision, Life/Accidental Life and Dismemberment, (\$15,000) Short-term Disability and Long-term Disability coverage.

Section 12.1(b) Effective April 1, 2016, the Employer shall continue to pay the monthly contribution rate for each employee, as currently provided through Puget Sound Benefits Trust. The deductible is to be paid by participating employees.

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 or for the Trade Section to continue participation in said Plan, 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 fifteen percent (15%) pay differential in lieu of benefits as specified in Section 8.2 of the Agreement.

Section 12.4 All employees shall be covered under the Washington State Industrial Insurance Act.

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) Effective April 1, 2016, the hourly rate of pay in effect on March 31, 2016 for each employee in the bargaining unit shall be increased by two and three-fourths percent (2.75%). Effective April 1, 2016, all salary rates scheduled below shall be the basic minimum hourly rates for all employees covered by this Agreement.

<u>Group No.</u>	<u>Classification</u>	<u>Starting Salary</u>	<u>After Six Months</u>	<u>After One Year</u>
I.*	Office Manager Admin. Assistant	Open	Open	Open
II.	Supervisor Systems Manager/ Computer Programmer	\$25.05	\$28.11	\$29.14
III.	Secretary One Person Office Paralegal Bookkeeper Computer Operator Table Top Publishing/ Graphics Specialist Dispatcher	\$24.03	\$27.04	\$28.00
IV.	Dispatcher II Word Processor I	\$23.01	\$25.91	\$26.85
V.	Cashier/Receptionist Machine Operator Dues Clerk	\$23.01	\$25.36	\$26.31
VI.	Keyboard Operator Word Processor II/ Typist	\$22.21	\$24.40	\$25.16
VII.	Office Assistant Clerk	\$20.64	\$22.99	\$23.78
VIII.**	Student Intern	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.

Effective April 1, 2017 - the hourly rate of pay in effect on March 31, 2017 for each employee in the bargaining unit and all salary rates of the wage schedule shall be increased by one hundred percent (100%) of the rise in the Seattle-Tacoma-Bremerton average for Urban Wage Earners and Clerical Workers (“CPI-W”), measured from February 2016 to February 2017 with a minimum two and one-half percent (2.5%) increase and a maximum increase of three percent (3%).

Effective April 1, 2018 - the hourly rate of pay in effect on March 31, 2018 for each employee in the bargaining unit and all salary rates of the wage schedule shall be increased by one hundred percent (100%) of the rise in the Seattle-Tacoma-Bremerton average for Urban Wage Earners and Clerical Workers (“CPI-W”), measured from February 2017 to February 2018 with a minimum two and one-half percent (2.5%) increase and a maximum wage increase of three and one-half percent (3.5%).

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

Section 14.1(c) 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. An employee will not receive pay in a higher classification nor suffer a reduction in salary when cross-training in a particular job classification for thirty (30) calendar days or less.

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.

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 and Professional Employees Pension Fund. The Employer shall make the following contributions:

Section 15.1(b) Effective April 1, 2016, the Employer shall contribute \$5.67 per hour into the Western States Office and Professional Employees Pension Fund (\$3.15 hourly contribution plus \$2.52 per hour for the required 80% Supplemental Contribution as defined by the Fund's Rehabilitation Plan).

Section 15.1(c) ANNUAL PENSION REOPENERS. Either party may request in writing to reopen Section 15.1(b) only.

Section 15.1(d) If the Employer is contributing to an alternative pension plan, the minimum amount of contribution must be at least the amount specified in this Agreement for the Western States Pension Plan for each year of the contract minus the Supplemental Contribution amount. If an employee has a pension plan where both the Employer and the employee contribute, the Employer must contribute, as a minimum, the amount specified for the Western States Pension Plan for each year of this Agreement minus the Supplemental Contribution amount.

Section 15.1(e) Said contribution shall be made to the Western States Office and 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 signators 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(a) SUPPLEMENTAL PENSION. 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 Supplemental 401K Retirement Fund.

Section 15.2(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 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 not 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. The forms for the election shall be provided by the administrative office of the aforesaid Trust Fund. The resulting salary level shall be considered to be the negotiated salary level for that employee 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.

Section 15.2(c) SALARY DIVERSION. Effective April 1, 2017, the Employer will contribute \$0.50 per hour compensated on behalf of each regular full-time or part-time employee participating in the Office and Professional Employees Western States Pension into the Office and Professional Employees Local 8 Supplemental Retirement Fund. The Employer agrees to transmit the amounts as soon as the funds can be transmitted each payroll period.

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.

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.

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.

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. If a signator Employer, as a result of merger or consolidation has multiple collective bargaining agreements, all involved parties shall meet to discuss the terms and

conditions of continued representation.

ARTICLE 19

ARBITRATION

Section 19.1 It is 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 8 Representative within thirty (30) 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.

Section 19.2 In the event that the Union and the Employer are unable to resolve the dispute, the matter in question shall be referred to a Mediation Committee of one (1) representative to be immediately named by the Employer involved and one (1) to be named by the Union.

Section 19.3 In the event the Mediation 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 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 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 one-half (½) by the Union and one-half (½) by the Employer party to the arbitration.

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 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

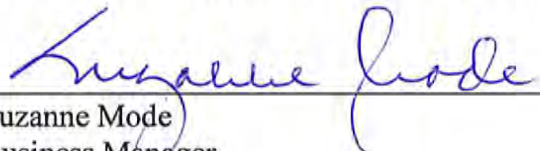
TERMINATION AND RENEWAL

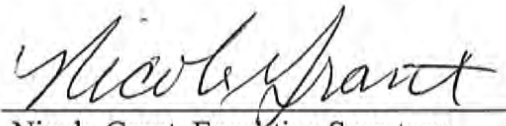
This Agreement shall be in full force and effect until March 31, 2019, and shall continue in effect from year to year thereafter unless either party gives notice, in writing, at least ninety (90) days prior to any expiration or modification date of its desire to terminate or modify such Agreement; provided 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 contract notwithstanding.


EXECUTED at Seattle, Washington this _____ day of July 2016.

OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL 8, AFL-CIO

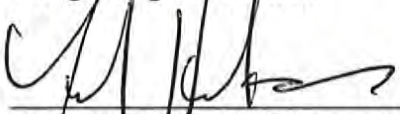
FOR THE MASTER TRADE SECTION

By 
Suzanne Mode
Business Manager

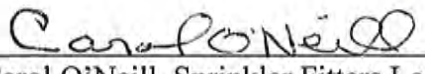
By 
Nicole Grant, Executive Secretary
Martin Luther King Jr. County Labor Council

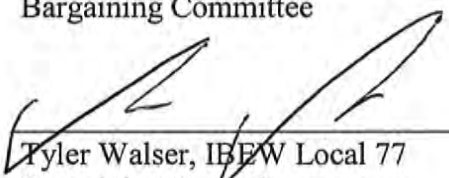
By 
David Ciprut, REBOUND
Bargaining Committee

By _____
Employer

By 
Fred Hutchins, IBEW Local 77
Bargaining Committee

By 
Traci Miller, Heat & Frost Insulators Local 7
Bargaining Committee

By 
Carol O'Neill, Sprinkler Fitters Local 699
Bargaining Committee

By 
Tyler Walser, IBEW Local 77
Bargaining Committee

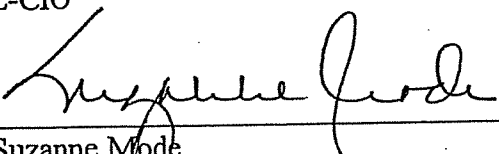
LETTER OF UNDERSTANDING

An individual Employer in the Master Agreement may open the contract for re-negotiations of the economic package on a temporary basis for economic relief in the event the employer can factually demonstrate severe economic need and/or the inability to operate with current staff expenditures, provided that:

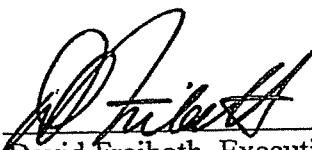
- (1) The Employer shall open all financial records to OPEIU Local 8 for inspection, including an outside audit if deemed necessary by Local 8; and
- (2) The Employer clearly proves economic need to the Union and the employees' satisfaction; and
- (3) Only freezes of current compensation levels will be considered, not cutbacks; and
- (4) The Employer is willing to make proportionate freezes in other staff salaries and negotiate concerning expenditures as suggested by Local 8; and
- (5) Local 8 shall be allowed to monitor ongoing financial status of the Employer during the freeze; and
- (6) The Employer shall accept other remedies such as temporarily reduced hours and unemployment compensation worksharing; and
- (7) The freeze shall be discontinued as soon as financial status of the Employer improves sufficiently or as soon as any non-bargaining unit employee receives an increase in compensation. Effective at that time, regular contract rates shall be applied.

In no way shall such relief measures for one employer be used as a precedent for another employer. Each case shall be judged on individual circumstances and merit and shall be conducted within the parameters of good faith bargaining.

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

By 
Suzanne Mode
Business Manager

FOR THE TRADE SECTION EMPLOYER

By 
David Freiboth, Executive Secretary
Martin Luther King Jr. County Labor Council

LETTER OF UNDERSTANDING

PARKING

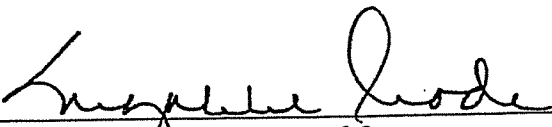
Employers that have on-site parking are providing parking for the purpose of this Letter of Understanding.


All current practices concerning transportation and parking will be continued up to the actual cost of parking, not to exceed \$200 per month, per employee.


Effective June 1, 2001, Employers not currently providing parking will provide parking or reimburse employees the cost of parking, on a monthly basis, up to a maximum of \$200 per month. If an employee in an office not currently providing parking opts to use public transportation, the employee shall receive a monthly transit pass plus half of the savings between the actual cost for parking and the transit pass. If such an employee discontinues use of public transportation, that employee shall have to secure a parking space and be reimbursed, on a monthly basis, for the actual cost for parking up to \$200 per month.

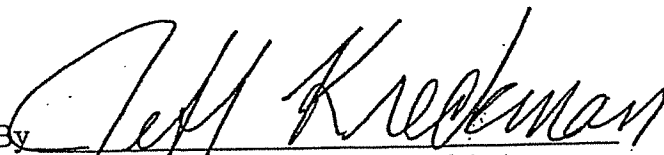
EXECUTED in Seattle, Washington this 9th day of July 2001.

OFFICE AND PROFESSIONAL EMPLOYEES FOR THE TRADE SECTION EMPLOYERS
INTERNATIONAL UNION LOCAL 8

By 
Suzanne Mode OPEIU Local 8
Union Representative

By 
Steve Williamson, Executive Secretary
King County Labor Council

By 
Darlene Allman, Ironworkers Local 506
Bargaining Committee

By 
Jeff Kreckman, Carpenters' Local 131
Bargaining Committee

COLLECTIVE BARGAINING AGREEMENT
OPEIU LOCAL 8 - TRADE SECTION

By Fawne Lei
Fawne Lei, Painters' Local 300
Bargaining Committee

By Lisa Richesson
Lisa Richesson, American Postal Workers Union, Seattle Local
Bargaining Committee

By Rose Schuler
Rose Schuler, Carpet Layers Local 1238 and Glaziers Local 188
Bargaining Committee

By Karen White
Karen White, Washington State Labor Council
Bargaining Committee

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 the Employer has the right to cross-train employees and 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. 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.

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

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.

Computer Operator

Conversant and familiar with various computer programs. Should be able to run those programs and use simple in-program languages. 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.

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.

psiel#1239/afl-cio

EXHIBIT “B”

EMPLOYMENT STATUS REPORT

Trade Section 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 By: _____

Date: _____