

OPEIU LOCAL 8/ TRADE SECTION CONTRACT NEGOTIATIONS

Tentative Agreement

August 12, 2019

1. ARTICLE 1 – RECOGNITION OF THE UNION

Section 1.3 – maintain current language:

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. (TA 7/3/19)

2. ARTICLE 4 – HIRING AND TERMINATION

Section 4.1 – Revise to read:

In employing new workers or replacing workers, the Employer must ~~place an order with~~ notify the Union in writing stating what the job title, hourly rate of pay and a brief description of job duties the work will consist of, so the Union will be able to ~~furnish~~ distribute this information to the most competent help available. (TA 6/17/19)

Section 4.4 – Revise to read:

Regular full-time and regular part-time employees shall be hired on a probationary period for the first ~~ninety (90)~~ one-hundred and eighty (180) 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.~~ (TA 7/8/19)

Section 4.8(b) – Revise to read:

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)~~ ninety (90) 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~~ and shall receive the current pay of the former position. (TA 7/8/19)

3. ARTICLE 7 – LEAVE

Section 7.1(a) SICK LEAVE. – Revise to read:

Sick leave with pay shall be accrued on the basis of one (1) day for each month of continuous service cumulative to ~~sixty (60)~~ ninety-six (96) working days, prorated for part-time employees and earning a minimum of one (1) hour for every forty hours of compensation. ~~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.~~ An employee can use accrued sick leave after thirty (30) days of employment. (TA 6/17/19)

Section 7.1(b) – Delete:

~~Such sick leave accrual shall be credited to an employee's Regular Sick Leave Account. (TA 7/8/19)~~

Section 7.1(c) – Delete:

~~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. (7/8/19)~~

Section 7.1(d) (b) – Revise to read:

~~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. Sick leave may be used:~~

- (1) to cover an absence resulting from an Employee's mental or physical illness, injury, or health condition; to accommodate the Employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care;
- (2) to allow the Employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care;
- (3) when the Employee's place of business has been closed by order of a public official for any health-related reason, or when an Employee's child's school or place of care has been closed for such a reason;

- (4) to cover an absence that qualifies for leave under the domestic violence leave act, chapter 49.76 RCW;

- (5) dental and optical examination and/or treatment of the employee, spouse/partner and dependent children. "Family member" is defined as a child or parent (including biological, adopted, foster, step or legal guardian), a spouse, domestic partner as defined by Washington State law, spouse's parent, grandparent, grandchild or sibling. 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 after three (3) days, the Employer reserves the right to require a doctor's note or other comparable satisfactory proof of the employee's incapacity to work.

(TA 7/8/19)

Section 7.1(d) (c) – Revise to read:

~~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. The employee has ten (10) working days to provide the requested verification. Failure to provide verification may result in disciplinary action and/or the denial of paid sick leave to cover the absence. Any private information contained in the verification will be treated by the Employer in a confidential manner consistent with applicable federal, state and local privacy laws. Employer-requested verification may not result in an unreasonable burden or expense to the employee. If the need for paid sick leave is foreseeable, an employee will give the Employer as much advance notice as possible depending on the circumstances. If the need for paid sick leave is unforeseeable, the employee must give notice to the Employer as soon as practicable. An employee may be disciplined if he/she does not comply with these notice requirements.~~

(TA 7/8/19)

new Section 7.1(e) (d) WASHINGTON PAID FAMILY & MEDICAL LEAVE – To read:

Employees shall be granted up to twelve (12) weeks of paid family leave to care and bond within twelve (12) months of the birth, adoption or placement of a child younger than eighteen (18) years of age, and to care for oneself, a dependent, spouse, domestic partner or parent with a serious illness or injury. An additional 2 weeks of leave will be available when the leave is a result of pregnancy complications. Employees are eligible for up to 16 weeks of leave when family and medical leave are used in combination. For example, an expecting mother could use 8 weeks of medical leave for bed rest. The mother could then use an additional 8 weeks of family leave after

giving birth to care and bond with the new child. Health and welfare benefits shall remain in full force and affect during such leave but employees shall not accrue vacation or sick leave while out on unpaid leave.

Employees shall receive compensation while out on this leave from the Washington State Employment Security Department. The Employer shall pay the full premium amount for each bargaining unit employee. An employee may choose to use their accrued sick leave to supplement the state's compensation when taking Washington Paid Family & Medical Leave.

Section 7.1(e) – Revise to read:

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.~~
(TA 7/8/19)

4. ARTICLE 8 – DEFINITIONS

Section 8.2 – Revise to read:

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 and shall accrue a minimum of one (1) hour of sick leave for every forty (40) hours compensated. 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.
(TA 4/22/19)

5. ARTICLE 9 – AUTOMATION

Section 9.5 TRAINING – Delete:

~~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.~~
(TA 4/22/19)

6. ARTICLE 10 – HOURS OF WORK

new Section 10.1(e) – To read:

Telecommuting may be allowed with mutual agreement by the Employer, employee and Union. Either the Employer or employee may terminate the telecommuting agreement with four (4) weeks' notice and return to regular working hours. (TA 5/3/19)

7. ARTICLE 11 – VACATIONS

Section 11.1 – Revise to read:

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 2 years | Ten days |
| Three <u>Two</u> 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 11.6 – Revise to read:

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. (TA 4/22/19)~~

8. ARTICLE 12 – HEALTH AND WELFARE

Section 12.1(a) – Revise to read:

Effective April 1, ~~2016~~ 2019, 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.
(TA 4/22/19)

Section 12.1(b) – Revise to read:

Effective April 1, ~~2016~~ 2019, 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. (TA 4/22/19)

9. ARTICLE 14 – SALARY SCHEDULE

Section 14.1(a) – To read:

Effective April 1, 2019 – increase each employee's wage rate and the minimum hourly rates by three and three-fourth percent (3.75%).

Effective April 1, 2020 – increase each employee's wage rate and the minimum hourly rates by three and three-fourth percent (3.75%).

Effective April 1, 2021 – increase each employee's wage rate and the minimum hourly rates by three and three-fourth percent (3.75%).

Effective April 1, 2022 – increase each employee's wage rate and the minimum hourly rates by three and three-fourth percent (3.75%).

(TA 8/12/19)

10. ARTICLE 19 – ~~ARBITRATION~~ GRIEVANCE PROCEDURE

Section 19.1 – Step 1 Grievance – To read:

It is ~~agreed~~ the Union's and the Employer's goal 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, that such disputes will be addressed as quickly as possible. With this goal in mind, the parties agree to attempt to settle disputes prior to filing an official written grievance. 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. (TA 8/12/19)

Section 19.2 – Revise to read:

Step 2 Grievance:

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. Disputes not resolved at the first step shall be moved to Step 2 for settlement by the Employer and the Union within thirty 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. The Employer shall provide

a written response to the Union within fifteen (15) calendar days from the Step 2 grievance meeting. (TA 8/12/19)

Section 19.3 – Revise to read:

In the event the ~~Mediation Committee enumerated in Section 19.2~~ the Employer and Union are is unable to ~~agree within a period of seven (7) days~~ resolve the grievance at Step 1 2, the Union or the Employer may refer the dispute within thirty (30) calendar days 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 or arbitrator 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. (TA 8/12/19)

Sections 19.4 – 19.9 remain unchanged. (TA 8/12/19)

11. ARTICLE 20 – HEALTH AND SAFETY

Section 20.3 – Delete:

~~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.~~
(TA 4/22/19)

12. ARTICLE 22 – TERMINATION AND RENEWAL

A four (4) year Agreement effective April 1, 2019 through March 31, 2023. (TA 8/12/19)

13. Letters of Agreement – Maintain the Letter of Agreements regarding economic relief and parking.

14. Miscellaneous

- Update job titles in Exhibit “A” – Guideline of Jurisdiction and Classification

GROUP I – To read:

Administrative Executive Assistant (TA 5/3/19)

GROUP III – To read:

Secretary Administrative Assistant (TA 5/3/19)