

OPEIU LOCAL 8/ TRADE SECTION CONTRACT NEGOTIATIONS

Tentative Agreement

April 17, 2023

1. Remove all gender-based language:

Example: “his/her” to become “their/them”

2. Revise to read:

THIS AGREEMENT is made and entered into at Seattle, Washington this 1st day of April 2019
2023, 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.

3. **ARTICLE 3 – UNION BUSINESS**

Section 3.1 – Revise to read:

The ~~Business~~ 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 ~~Business~~ Union Representative will first make his/her presence
known to the Employer.

Section 3.2 – Revise to read:

The Employer shall recognize the ~~Office~~ Shop 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.

4. **ARTICLE 4 – HIRING AND TERMINATION**

Section 4.3 – Revise to read:

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.

5. **ARTICLE 5 – SENIORITY**

Section 5.2 – Revise to read:

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)~~ ten (10) working days after notification to report back to work, unless otherwise agreed on by Employer and employee. Notice shall be sent by email and regular USPS registered mail, return receipt requested, to the employee's last known address.

6. ARTICLE 6 – HOLIDAYS

Section 6.1(a) Revise to read:

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	Labor Day
Martin Luther King Jr.'s Day	Thanksgiving Day
Presidents' Day	Day after Thanksgiving
Memorial Day	Last working day before Christmas
<u>Juneteenth</u>	Christmas Day
Independence 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~~ Some Employers currently observe additional holidays, and each Employer has the ability to add additional holidays.

Section 6.2 Revise to read:

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, Juneteenth, 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.

7. ARTICLE 9 – AUTOMATION

Section 9.2 – Revise to read:

In the event of proposed technological changes, such as the introduction of a new data base or dues 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.

8. ARTICLE 10 – HOURS OF WORK

Section 10.1(a) – Revise to read:

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 and/or bargain a return to thirty-five (35) hour work week from forty (40) hours.

Section 10.1(d) – Revise to read:

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.~~

9. 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 2 years	Ten days
Two years but less than 8 7 years	Fifteen days
Eight <u>Seven</u> years but less than 13 12 year	Seventeen days
Thirteen <u>Twelve</u> or more 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.

10. ARTICLE 12 – HEALTH AND WELFARE

Section 12.1(a) – Revise to read:

Effective April 1, ~~2019~~ 2023, 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) – Revise to read:

Effective April 1, ~~2019~~ 2023, 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.

11. ARTICLE 14 – SALARY SCHEDULE

Section 14.1(a) – To read:

Effective April 1, 2023 – increase each employee's wage rate and the minimum hourly rates by seven (7%).

Effective April 1, 2024 – increase each employee's wage rate and the minimum hourly rates by four percent (4%).

Effective April 1, 2025 – increase each employee's wage rate and the minimum hourly rates by four and one-half percent (4.5%).

12. ARTICLE 15 – PENSIONS

Section 15.1(b) – Revise to read:

Effective April 1, ~~2019~~ 2023, 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 15.2(c) SALARY DIVERSION. – Revise to read:

Effective April 1, ~~2019~~ 2023, the Employer will contribute ~~\$0.50~~ one dollar (\$1.00) 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.

13. ARTICLE 20 – HEALTH AND SAFETY

Section 20.2 – Delete:

~~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.~~

14. ARTICLE 22 – TERMINATION AND RENEWAL

Revise to read:

This Agreement shall be in full force and effect until March 31, ~~2023~~ 2026, 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.

15. MISCELLANEOUS

All Letters of Understanding and Memorandum of Understandings between an individual Employer and OPEIU Local 8, or those that are attached to the existing Agreement, that are currently in effect, which are not expressly limited by their terms to a different duration, shall be in full force and effect for the duration of this Agreement.