

**TENTATIVE AGREEMENT
OPEIU/IUPAT DC 5 CONTRACT NEGOTIATIONS
MARCH 14, 2024**

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

NOW THEREFORE, be it mutually agreed to as follows:

ARTICLE 5

HIRING

Section 5.4 Regular full-time and regular part-time employees shall be hired on a probationary period for the first ~~ninety (90)~~ **one-hundred eighty (180)** 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 6.3 Use of Cameras It is agreed that the existing exterior security cameras may be used to verify attendance regarding arrival and departure times. The Employer will not use the cameras for any other purpose that could lead to discipline.

ARTICLE 8

HOLIDAYS

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

New Year's Day	Day after Thanksgiving
Memorial Day	Last working day before Christmas
Independence Day	Christmas Day
Labor Day	<u>2 Floating Days (determined by the Employer Employer has discretion in scheduling one (1) of the floating holidays if they do so prior to January 1st)</u>
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. For an employee to qualify for Holiday pay, the employee must work the scheduled workday proceeding the scheduled Holiday, as well as the scheduled

workday following the Holiday unless leave was pre-approved.

~~Section 8.1(b) The employee must notify the Employer of his or her **their** 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. **Floating holidays must be requested and approved.**~~

ARTICLE 9

LEAVE

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

ARTICLE 16

SALARY SCHEDULE

Section 16.1(a) DISTRICT COUNCIL 5 - WEST (All of Washington North of Centralia, West of Snoqualmie). Effective April 1, 2024 **2024**, the Employer shall increase the minimum hourly rates of all bargaining unit employees by one dollar **and ninety cents** (\$1.00) **(\$1.90)**.

<u>GROUP NO.</u>	<u>STARTING SALARY</u>	<u>AFTER SIX MONTHS</u>	<u>AFTER ONE YEAR</u>
I*	Open	Open	Open
II	31.10 <u>33.00</u>	33.85 <u>35.75</u>	34.75 <u>36.65</u>
III	30.16 <u>32.06</u>	32.32 <u>34.22</u>	33.15 <u>35.05</u>
IV	28.07 <u>29.97</u>	30.08 <u>31.98</u>	30.82 <u>32.72</u>

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

Section 16.1(b) DISTRICT COUNCIL 5 - SOUTH (South of Centralia, West of Snoqualmie, and all of Oregon). Effective April 1, 2024 **2024**, the Employer shall increase the minimum hourly rates of all bargaining unit employees by one dollar **and ninety cents** (\$1.00) **(\$1.90)**.

<u>GROUP NO.</u>	<u>STARTING SALARY</u>	<u>AFTER SIX MONTHS</u>	<u>AFTER ONE YEAR</u>
I*	Open	Open	Open
II	29.08 <u>30.98</u>	31.83 <u>33.73</u>	32.73 <u>34.63</u>
III	28.14 <u>30.04</u>	30.33 <u>32.23</u>	31.14 <u>33.04</u>
IV	26.05 <u>27.95</u>	28.07 <u>29.97</u>	28.82 <u>30.72</u>

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

Section 16.1(c) DISTRICT COUNCIL 5 - WEST (All of Washington North of Centralia, West of Snoqualmie). Effective April 1, 2022 **2025**, the Employer shall increase the minimum hourly rates of all bargaining unit employees by one dollar **and sixty cents** (~~\$1.00~~) **(\$1.60)**.

<u>GROUP NO.</u>	<u>STARTING SALARY</u>	<u>AFTER SIX MONTHS</u>	<u>AFTER ONE YEAR</u>
I*	Open	Open	Open
II	32.10 <u>33.70</u>	34.85 <u>36.45</u>	35.75 <u>37.35</u>
III	31.16 <u>32.76</u>	33.32 <u>34.92</u>	34.15 <u>35.75</u>
IV	29.07 <u>30.67</u>	31.08 <u>32.68</u>	31.82 <u>33.42</u>

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

Section 16.1(d) DISTRICT COUNCIL 5 - SOUTH (South of Centralia, West of Snoqualmie, and all of Oregon). Effective April 1, 2022 **2025**, the Employer shall increase the minimum hourly rates of all bargaining unit employees by one dollar **and sixty cents** (~~\$1.00~~) **(\$1.60)**.

<u>GROUP NO.</u>	<u>STARTING SALARY</u>	<u>AFTER SIX MONTHS</u>	<u>AFTER ONE YEAR</u>
I*	Open	Open	Open
II	30.08 <u>31.68</u>	32.83 <u>34.43</u>	33.73 <u>35.33</u>
III	29.14 <u>30.74</u>	31.33 <u>32.93</u>	32.14 <u>33.74</u>
IV	27.05 <u>28.65</u>	29.07 <u>30.67</u>	29.82 <u>31.42</u>

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

Section 16.1(e) DISTRICT COUNCIL 5 - WEST (All of Washington North of Centralia, West of Snoqualmie). Effective April 1, 2023 **2026**, the Employer shall increase the minimum hourly rates of all bargaining unit employees by one dollar **and fifty cents** (~~\$1.00~~) **(\$1.50)**.

STARTING AFTER AFTER

<u>GROUP NO.</u>	<u>SALARY</u>	<u>SIX MONTHS</u>	<u>ONE YEAR</u>
I*	Open	Open	Open
II	33.10 <u>34.60</u>	35.85 <u>37.35</u>	36.75 <u>38.25</u>
III	32.16 <u>33.66</u>	34.32 <u>35.82</u>	35.15 <u>36.65</u>
IV	30.07 <u>31.57</u>	32.08 <u>33.58</u>	32.82 <u>34.32</u>

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

Section 16.1(f) DISTRICT COUNCIL 5 - SOUTH (South of Centralia, West of Snoqualmie, and all of Oregon). Effective April 1, 2023 **2026**, the Employer shall increase the minimum hourly rates of all bargaining unit employees by one dollar **and fifty cents** (\$1.00) **(\$1.50)**.

<u>GROUP NO.</u>	<u>STARTING SALARY</u>	<u>AFTER SIX MONTHS</u>	<u>AFTER ONE YEAR</u>
I*	Open	Open	Open
II	31.08 <u>32.58</u>	33.83 <u>35.33</u>	34.73 <u>36.23</u>
III	30.14 <u>31.64</u>	32.33 <u>33.83</u>	33.14 <u>34.64</u>
IV	28.05 <u>29.55</u>	30.07 <u>31.57</u>	30.82 <u>32.32</u>

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

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

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

ARTICLE 18

PENSIONS

Section 18.3(a) SUPPLEMENTAL PENSION.

~~Section 18.3(a) SUPPLEMENTAL PENSION. The Employer contributes ninety-five cents (\$0.95) per compensable hour for each regular full-time employee and each regular part-time employee. Effective April 1, 2021, the Employer shall contribute an additional twenty-five cents (\$0.25) per compensable hour for each regular full-time employee and each regular part-time employee covered by this Agreement. The Employer agrees to and shall be bound by all terms, conditions and provisions of the Trust Agreement and any changes, additions,~~

~~amendments or modifications thereto which are made by the authorized Joint Trustees of the Office and Professional Employees Local 8 and Local 11 Supplemental Retirement Fund.~~

~~Effective April 1, 2022, the Employer shall contribute an additional twenty-five cents (\$0.25) per compensable hour for each regular full-time employee and each regular part-time employee covered by this Agreement. The Employer agrees to and shall be bound by all terms, conditions and provisions of the Trust Agreement and any changes, additions, amendments or modifications thereto which are made by the authorized Joint Trustees of the Office and Professional Employees Local 8 and Local 11 Supplemental Retirement Fund.~~

~~Effective April 1, 2023, the Employer shall contribute an additional twenty-five cents (\$0.25) per compensable hour for each regular full-time employee and each regular part-time employee covered by this Agreement. The Employer agrees to and shall be bound by all terms, conditions and provisions of the Trust Agreement and any changes, additions, amendments or modifications thereto which are made by the authorized Joint Trustees of the Office and Professional Employees Local 8 and Local 11 Supplemental Retirement Fund.~~

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

Section 18.3(b) If an employee defers any amount per hour into the Supplemental Pension 401(k) plan the Employer shall contribute an additional match up to ~~fifty cents (\$0.50)~~ **seventy-five cents (\$0.75)** per hour.

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

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

discrimination tests.

ARTICLE 25

TERMINATION AND RENEWAL

This Agreement shall be in full force and effect until March 31, 2024 ~~2027~~ and shall continue in effect from year to year thereafter unless either party gives notice, in writing, not more than ninety (90) days nor less than sixty (60) days prior to any expiration or modification date of its desire to terminate or modify such Agreement; provided that, in the event the Union serves written notice in accordance with this Section, any strike or stoppage of work after any expiration or modification date shall not be deemed in violation of any provision of this Agreement, any other provision to the contrary notwithstanding.

TA- Replace all binary language (he/she/his/hers) throughout the CBA and replace with gender neutral language (they/their/them)

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