

OPEIU/TRADES SECTION
Tentative Agreement
3/30/26

THIS AGREEMENT is made and entered into at Seattle, Washington this 1st day of April ~~2023~~ **2026** 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.

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ARTICLE 3

UNION BUSINESS

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

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Section 3.2 The Employer shall recognize the Shop Steward, upon presentation of proper authorization from the Union, as a duly accredited Union representative who, upon notifying their designated supervisor or officer, may investigate complaints **consistent with Weingarten rights.**

An employee may request union representation at investigatory interviews and disciplinary meetings so long as arranging such representation does not create unreasonable delays or disruptions to the work or workplace. The union representative may participate by video or teleconference for any investigatory or disciplinary meeting.

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ARTICLE 4

HIRING, DISCIPLINE, AND TERMINATION

Section 4.5 The Employer shall use a uniform, progressive discipline system to deal with poor work performance or violations of Employer rules, regulations, and procedures, which shall include coaching, documented verbal warnings, written reprimands, performance improvement plans, suspensions, and terminations. Coaching is not part of the formal disciplinary process and is not subject to the grievance procedure.

Except in cases of serious misconduct warranting immediate termination, discipline shall normally be progressive.

The level of discipline shall be related to the seriousness of the offense and the employee's work record.

Discipline shall be issued in writing and shall include the reason(s) and a summary of the facts relied upon.

At the time of issuance, and prior to placement in personnel records, the employee shall be given seven (7) calendar days to read, sign, and answer all written reprimands. The employee's signature shall not signify an admission of guilt or concurrence to the charge but shall be requested to indicate the employee received the corrective action.

Disciplinary records shall not be used for progressive discipline after eighteen (18) months from the date of issuance, provided there has been no subsequent discipline of a similar nature during this period. Notwithstanding the foregoing, if the incident occurs within the twelve (12) months preceding new principal officer elections, such disciplinary records shall remain active and may be used for progressive discipline until eighteen (18) months following the installation of officers.

Upon request, stale discipline shall be removed from the personnel file.

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Section 4.6 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~~ **their** agents stating the true cause of termination.

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Section 4.7 POSTING. In offices employing more than one employee, notice of all job vacancies shall be **distributed electronically via email and** prominently posted for employees. This notice will remain on the bulletin board for ~~three (3)~~ **five (5)** 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)~~ **five (5)** day period will be considered for the job.

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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~~ **their** former position and shall receive such pay rate immediately. All employees so promoted shall be placed on the higher rated job for a ~~probationary~~ **introductory** period of ninety (90) days. In the event the employee does not successfully pass the ~~probationary~~ **introductory** period, such employee shall be given ~~his/her~~ **an equivalent** position without any loss of seniority and shall receive the current pay of the ~~former~~ **equivalent** position.

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Section 4.8(c) Promotions to office manager, **assistant 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.

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Section 4.9 In the event of vacancies, the Union shall maintain a list of qualified applicants and may provide referrals upon request.

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ARTICLE 6

HOLIDAYS

Section 6.1(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.

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ARTICLE 7

LEAVE

Section 7.1(c) 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~~ **they do** not comply with these notice requirements.

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Section 7.1(e)

Upon separation of employment, an employee shall be paid for no less than twenty-five percent (25%) of ~~the~~ unused sick leave accumulated in the employee's Sick Leave Account.

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Section 7.1(f) Employees with ~~eighty-four (84)~~ seventy-four (74) 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,~~ each calendar year.

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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~~ **their** 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.

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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~~ **they are** 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~~ **their** former pay grade which ~~he or she is~~ **they are** competent to perform; providing an appropriate job opening exists. The employee shall accumulate and increase ~~his or her~~ **their** seniority.

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ARTICLE 9

AUTOMATION, ARTIFICIAL INTELLIGENCE, TECHNOLOGY, AND EMPLOYEE PRIVACY

Section 9.5 ARTIFICIAL INTELLIGENCE The Employer will not utilize AI for the purposes of **displacing employees or reducing pay rates or hours.**

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Section 9.6 TECHNOLOGY EXPECTATIONS The Employer shall not conduct routine, preemptive, or continuous surveillance of employees.

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Section 9.7 Personal Cell Phone Use Employees shall not be required to use their personal cell phones for work-related purposes unless one of the following options is provided. **Employees who are required to use a cell phone for work shall, at the employer's choice:**

(a) **be provided with a work-issued cell phone by the Employer; or**

(b) **receive a monthly reimbursement to cover the use of their personal cell phone of fifty dollars (\$50).**

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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 2 years	Ten days
Two years but less than 7 years	Fifteen days
Seven years but less than 12 years	Seventeen days
Twelve or more years <u>years but less than 15</u>	Twenty days

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Fifteen years but less than 20 years	Twenty-three days
Twenty plus years but less than 25 years	Twenty-four five 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.

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Section 11.7

Up to fifty percent (50%) of the employee's unused vacation leave may be cashed out, upon their request and the approval of the Employer by mutual agreement, in December of each year.

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ARTICLE 14

SALARY SCHEDULE

Section 14.1(a)

Effective April 1, 2023 **2026**, the hourly rate of pay in effect on ~~March 31, 2023~~ **April 1, 2026** for each employee in the bargaining unit shall be increased by **three percent (3%)**. Effective April 1, 2023 **2026**, 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 Executive Assistant	Open	Open	Open
II.	Supervisor Systems Manager/ Computer Programmer	\$37.06	\$41.57	\$43.11
III.	Administrative Assistant One Person Office Paralegal Bookkeeper Computer Operator Table Top Publishing/ Graphics Specialist Dispatcher	\$35.55	\$39.99	\$41.43
IV.	Dispatcher II Word Processor I	\$34.04	\$38.33	\$39.73
V.	Cashier/Receptionist Machine Operator Dues Clerk	\$34.04	\$37.51	\$38.92
VI.	Keyboard Operator Word Processor II/ Typist	\$32.87	\$36.10	\$37.22

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VII.	Office Assistant Clerk	\$30.53	\$34.02	\$35.17
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. **At a minimum, Office Managers in Pay Group 1 should be set five percent (5%) above Assistant Office Manager.**

**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.

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Section 14.1(b)

Effective April 1, 2024 ~~2027~~, the hourly rate of pay in effect on ~~March 31, 2024~~ **April 1, 2027** for each employee in the bargaining unit shall be increased by **three percent (3%)**. Effective April 1, 2024 ~~2027~~, 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 Executive Assistant	Open	Open	Open
II.	Supervisor Systems Manager/ Computer Programmer	\$38.17	\$42.82	\$44.40
III.	Administrative Assistant One Person Office Paralegal Bookkeeper Computer Operator Table Top Publishing/ Graphics Specialist Dispatcher	\$36.62	\$41.19	\$42.67
IV.	Dispatcher II Word Processor I	\$35.06	\$39.48	\$40.92
V.	Cashier/Receptionist Machine Operator Dues Clerk	\$35.06	\$38.64	\$40.09
VI.	Keyboard Operator Word Processor II/ Typist	\$33.86	\$37.18	\$38.34
VII.	Office Assistant Clerk	\$31.45	\$35.04	\$36.23
VIII.**	Student Intern	Open	Open	Open

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*This wage is negotiated between the Employer and the employee and shall not be less than the next lower group. **At a minimum, Office Managers in Pay Group 1 should be set five percent (5%) above Assistant Office Manager.**

**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.

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Section 14.1(c)

Effective April 1, 2025 **2028**, the hourly rate of pay in effect on ~~March 31, 2025~~ **April 1, 2028** for each employee in the bargaining unit shall be increased by **three percent (3%)**. Effective April 1, 2025 **2028**, 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 Executive Assistant	Open	Open	Open
II.	Supervisor Systems Manager/ Computer Programmer	\$39.32	\$44.10	\$45.73
III.	Administrative Assistant One Person Office Paralegal Bookkeeper Computer Operator Table Top Publishing/ Graphics Specialist Dispatcher	\$37.72	\$42.43	\$43.95
IV.	Dispatcher II Word Processor I	\$36.11	\$40.66	\$42.15
V.	Cashier/Receptionist Machine Operator Dues Clerk	\$36.11	\$39.80	\$41.29
VI.	Keyboard Operator Word Processor II/ Typist	\$34.88	\$38.30	\$39.49
VII.	Office Assistant Clerk	\$32.39	\$36.09	\$37.32
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. **At a minimum, Office Managers in Pay Group 1 should be set five percent (5%) above Assistant Office Manager.**

**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.

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Section 14.5

BI-LINGUAL PAY DIFFERENTIAL - Employees who demonstrate proficiency in both spoken and written communication in a language other than English, and who are regularly required to use that language in the course of their job duties to communicate with members or the public on behalf of the Employer, shall receive a pay differential of ~~two~~ one dollars (\$1.00) per hour on all hours compensated, above the contractual rate of pay.

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Section 14.6

By December 31, 2026, the parties shall endeavor to convene a Joint Labor/Management Committee charged to review and update the “Group Numbers” and “Classifications” listed in Article 14 and the “Guideline of Jurisdiction and Classification” described in Exhibit “A.” This Committee will recommend revisions to be negotiated by the Union and the Employer Association by the end of the first quarter in 2027. The Labor/Management Committee shall consist of five (5) representatives from the Employers Association and five (5) representatives from the bargaining unit including the Union Representative.

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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, 2026** 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).

The bargaining parties agree that the Employers currently participating in the plan, in addition to any other contribution to the Western States Office and Professional Employees Pension Fund (“Pension Plan”) required under this agreement, shall contribute an additional one dollar (\$1.00) per hour as a new and additional contribution to the Pension Plan effective within thirty (30) days following ratification. If approved by the Plan, this new contribution shall be separately accounted for by the Pension Plan and shall not be subject to any supplemental contribution and/or surcharge mandated by the Multiemployer Pension Reform Act (“MPRA”).

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Section 15.2(c)

SALARY DIVERSION. Effective **April 1, 2026 date, the Employers currently participating in the fund,** will contribute **one dollar and fifty cents (~~(\$1.00)~~ (\$1.50)** 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.

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ARTICLE 16

NON-DISCRIMINATION AND INCLUSION

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, **gender identity/expression, pregnancy/parental status,** religion, ancestry, marital status, **veteran status, genetic information,** political ideology, or the presence of a sensory, mental or physical handicap subject to occupational requirements and the ability to perform the job.

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Section 16.4 TRANSITION SUPPORT **Upon the employee's request, the employer and the union will mutually agree upon a Transition Support Plan which may include things like:**

- **Whether and how coworkers and/or members shall be notified of the employee's gender status, name, and pronouns. Under no circumstances will the employee's status be disclosed without the employee's consent.**
- **Whether to provide training to supervisors and coworkers, and the content of such training.**
- **Any necessary accommodations to ensure the employee has adequate access to bathrooms and other facilities that affirm the employee's gender identity.**
- **The process for updating the employee's name, pronouns, and photograph in all employer documents to the extent permitted by law.**
- **How to encourage employees and non-employees to use the employee's name and pronouns if such encouragement is desired by the employee.**

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Section 16.5 NAMES, PRONOUNS, AND GENDER **Upon request by an employee, the Employer will update all employer records to reflect an employee's chosen name to the extent permitted by law. The Employer shall use employees' chosen names on all documents that can be viewed by other employees and the general public, including, but not limited to, email addresses, email signatures, employee directories, and organizational charts. Employees shall have the right to include their pronouns in public facing documents. Where an employee's legal name is different from their chosen name, the Employer will only use the employee's legal name in documents where legally required and will ensure the name is kept confidential.**

Upon request by an employee, the Employer shall update any photographs of the employee.

The Employer is committed to use the chosen names and pronouns for all employees. If an employee feels there is deliberate and repeated outing, misgendering, or use of deadnames (i.e., former name or birth name) they may bring the concern to the attention of the Employer who will work to address and/or correct the situation.

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Section 16.6 The Union and Employer(s) shall offer a joint annual anti-harassment training to employees covered by this Agreement.

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Section 16.7

- a. The Employer agrees to work with all employees to provide an opportunity to gain extensions, continuations, or other status required by the United States Citizenship and Immigration Service without taking a leave of absence. If a leave of absence is necessary or the employee is prevented from working due to arrest, detention, incarceration, or temporary national expulsion by law enforcement pursuant to the employee's citizenship or immigration status, the Employer agrees to give permission for the employee to take a leave of absence for a period of up to ninety (90) calendar days and return the employee to work. If requested, the employee may also use any accrued paid leave they have available. No employee actively seeking work authorization will be terminated while on such leave. An Employee may request their pay be provided directly to their spouse, family member, or other designated individual in their absence.
- b. In cases where immigration status issues arise, the Employer will explore employment options in relation to program needs and compliance with applicable laws.
- c. Employees may choose to have a Union Representative present in all employment matters related to immigration status.

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ARTICLE 22

TERMINATION AND RENEWAL

This Agreement shall be in full force and effect until March 31, 2026-~~2029~~, 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.

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Miscellaneous:

1. Replace binary language “his/her” to “they/them/their” throughout **TA 3/19/26**
2. Letters of Understanding – Maintain all current letters. **TA 3/19/26**
3. Each employee will receive a one-time lump sum “ratification bonus” equivalent to two hundred and fifty dollars (\$250) to be paid in the pay period following ratification.
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