



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

CARPENTERS TRUSTS OF WESTERN WASHINGTON

AND

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

FOR THE PERIOD OF

JANUARY 1, 2018 THROUGH DECEMBER 31, 2020

COLLECTIVE BARGAINING AGREEMENT
OPEIU LOCAL 8 – CARPENTERS TRUSTS OF WESTERN WASHINGTON

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COLLECTIVE BARGAINING AGREEMENT
CARPENTERS TRUSTS OF WESTERN WASHINGTON

THIS AGREEMENT is made and entered into at Seattle, Washington this 1st day of January 2018, by and between CARPENTERS TRUSTS OF WESTERN WASHINGTON 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 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 recognizes the Union as the sole and exclusive collective bargaining agent with respect to wages, hours of work, rates of pay, and other conditions of employment for all office and clerical employees.

Section 1.2 UNION LABEL All correspondence of any type sent out of any office under this contract shall bear the Union Label of the Office and Professional Employees Local No. 8.

Section 1.3 This Agreement shall not apply to any elected office of the Employer performing specific duties in accordance with the Constitution and Bylaws.

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 covered under this Agreement 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 will deduct an amount equal to the Union's initiation fee and uniform monthly dues from the pay of each member of the bargaining unit who voluntarily executes a wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. A copy of the authorization form will be used by employees to set forth as Exhibit "B" to this Agreement. Dues deductions will be transmitted to the Union by check payable to its order on or before the fifteenth (15th) of each month.

Section 2.4 Eligible employees who fail to meet the requirements of Section 2.1 or Section 2.2, upon notice to the Employer from the Union, will be discharged for non-payment of initiation fees or dues.

ARTICLE 3

UNION BUSINESS

Section 3.1 The Union shall have the right to appoint up to two (2) regular shop stewards and such additional as agreed with the Employer, and the employee so certified may investigate and discuss the grievance with individual members.

Section 3.2 A bulletin board section shall be made available to the Union in a convenient location in the workplace for the purpose of posting Union notices.

Section 3.3 VOTE.

Section 3.3(a) VOTE CHECK-OFF. The Employer agrees to check-off voluntary contributions for the Union's Voice of the Electorate (VOTE) program for each covered person who voluntarily executes a check-off designating such deduction and the amount.

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 VOTE 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 POLITICAL ACTION FUND DEDUCTION. The Employer agrees to deduct the sum specified from the pay of each member of the bargaining unit who voluntarily executes an *OPEIU Local 8 PAC Check-Off Authorization* form. When filed with the Employer, the authorization form will be honored in accordance with its terms.

A check payable to OPEIU Local #8 PAC for the amounts deducted and a roster of all bargaining unit employees using payroll deduction for voluntary political action contributions will be transmitted to the Union once a month. Upon issuance and transmission of this check to the Union, the Union holds the Employer harmless from all claims, demands or other forms of liability that may arise against the Employer for or on account of any such deductions.

Section 3.5 HARDSHIP FUND CHECK-OFF. The Employer agrees to deduct the sum specified from the pay of each member of the bargaining unit who voluntarily executes an OPEIU Hardship Fund check-off authorization. Such employee contribution shall be remitted to the union monthly.

ARTICLE 4

MANAGEMENT RIGHTS

Section 4.1 The terms and conditions of this Agreement are minimum and the Employer shall be free to pay wages higher than the wage schedule shown in Exhibit “A” to any employee, and shall not be subject to the grievance procedure.

Section 4.2 The management of the Trusts and direction of the workforce are vested exclusively in the Employer subject to the terms of this Agreement. All matters not specifically and expressly covered or treated by the language of this Agreement may be administered for its duration by the Employer in accordance with such policy or procedure as the Employer may from time to time determine.

ARTICLE 5

DEFINITIONS

Section 5.1 REGULAR FULL-TIME EMPLOYEE. A regular full-time employee is an employee who has been in the employ of the Employer full-time for a period of over thirty (30) calendar days and normally works a regular continuing schedule of thirty-seven and one-half (37½) hours per week, and shall be entitled to full benefits under the terms of this Agreement.

Section 5.2 REGULAR PART-TIME EMPLOYEE. A regular part-time employee is an employee who works less than the regular seven and one-half (7½) hour day and/or less than a five (5) day workweek and who has been in the employ of the Employer for a period of over thirty (30) calendar days and shall be granted vacation with pay and sick leave, on the same basis as a regular full-time employee, prorated to the number of hours worked per month. For holiday pay to be received, the holiday must fall on a regularly scheduled worked day and will be prorated according to the normal number of hours worked per week.

Section 5.3 TEMPORARY EMPLOYEE. A temporary employee is an employee who is hired for a specific need or project and such temporary employee shall be retained only for a period of sixty (60) days or less unless extended by mutual agreement between the Employer and the Union, and shall not be subject to the fringe benefit package or compensated time off under this Agreement.

The Employer shall notify the Union of the need to fill a temporary position before contacting an outside employment agency. If the Union cannot provide Union personnel with appropriate skills in the sole discretion of the Employer within four (4) hours, the Employer may utilize outside employment agencies; provided that, the Employer shall give the Union as much

advance notice as possible of such personnel needs. The Employer shall pay Local 8 wage scale to temporary workers referred by the Union. Such Union employees shall be required to pay regular work permit fees. The permit fees shall be submitted to the Local Union within fifteen (15) days of the date of hire. In the event the temporary employee is contracted from an employment agency, the provisions of Article 6, Section 6.3 shall not apply.

ARTICLE 6

HIRING, PROMOTIONS, TRANSFERS, PROBATION, DISCIPLINE AND TERMINATION

Section 6.1 HIRING AND JOB POSTING PROCEDURES. The parties agree that it is in their mutual interest to assure that favorable promotional and retention consideration is granted to those who are best able to maintain or improve the efficiency of the Employer, further its progress and contribute to the successful accomplishment of current and future business objectives.

Accordingly, in the filling of positions, particular attention will be given to the development, advancement, and retention of the existing workforce.

Section 6.1(a) Notice of all job vacancies and new positions covered by this Agreement shall be posted for three (3) working days in all departments wherein employees of this Agreement are covered. The posted notice will include a brief description of the qualifications and responsibilities of the vacant position. The Employer shall notify the Union when any job opening occurs.

Section 6.1(b) Covered employees who make timely application during the three (3) workday period will be considered eligible for the vacant position. First consideration will be given to individuals who make timely application and to individuals subject to Section 7.3. Second consideration will be given to other applicants.

Section 6.1(c) Employees who make application for a vacant or new position covered by this Agreement shall be advised by the Employer of acceptance or rejection for the position. The Employer reserves the right to determine the necessary qualifications for a vacant position and whether an applicant is qualified.

Section 6.1(d) The awarding of all vacant and promotional positions covered by the Agreement shall be subject to the seniority system of Article 7.

Section 6.1(e) It is agreed that the Employer will pay charges incident to the hiring of employees which are incurred due to the requirement of the Employer as follows: Medical examinations and bonding, if such services are requested by the Employer, and payment of employment agency fees after six (6) months of employment.

Section 6.2 PROBATIONARY SCHEDULE.

Section 6.2(a) Regular and permanent and part-time employees shall be hired on a

probationary period for the first ninety (90) days. The Employer, upon its discretion, may give notice to the employee and extend the probationary period for an additional ninety (90) days, if necessary. This probationary period shall not exceed, under any circumstances, 180 days.

Section 6.2(b) An employee promoted or transferred to a new position, in accordance with the procedures of Section 6.1, shall have a ninety (90) calendar day probationary period, and shall receive the appropriate rate of pay for the new position during such probationary period. An employee determined to be unqualified for a new position during the probationary period shall be returned to the previously held position, at the former rate of pay, with no loss of seniority.

Section 6.2(c) The Employer retains the right to discharge employees during or at the end of the probationary period. Such discharge shall not be subject to Sections 6.3(f) and/or 6.3(g)(1) through 6.3(g)(7) of the Agreement.

Section 6.3 DISCIPLINE AND TERMINATION OF EMPLOYMENT.

Section 6.3(a) The Employer shall not discharge, discipline or suspend any employee without either having “just cause” or having followed the procedures outlined in Sections 6.3(g)(1) through 6.3(g)(7).

Section 6.3(b) “Just cause” includes, but is not limited to, fraud; theft; dishonesty; falsifying Trust records; or willful or negligent damage of Trust property; maliciousness; disorderly conduct; violence or threat of violence; and personal unfitness to work as a result of the use of alcohol and/or drugs.

Section 6.3(c) Termination for just cause shall be effective immediately. Employees terminated for just cause shall forfeit accrued sick leave and shall receive no severance pay.

Section 6.3(d) Sections 6.3(e) through and including 6.3(g)(7) do not apply to employees terminated for just cause.

Section 6.3(e) The Employer may terminate employees for reasons other than those constituting just cause only after complying with Sections 6.3(f) and 6.3(g)(1) through 6.3(g)(7).

Section 6.3(f) No employee shall be terminated or given notice of discharge while on paid sick leave, vacation or on approved leave of absence.

Section 6.3(g)(1) A uniform system of written warning notices shall be used for poor work performance, formal reprimand, suspension and discharge.

Section 6.3(g)(2) Prior to a discharge or suspension, no less than two (2) written warning notices shall have been given to the involved employee. The purpose of the notice is to provide clear and ample warning of behavior that is unacceptable, or of performance levels which are unacceptable and which are not addressable through additional training. The initial notice shall describe the performance or behavioral problem and describe the actions necessary to correct the indicated deficiencies. The notice shall provide for at least twenty (20)

working days (longer if appropriate) for the employee to achieve and maintain the corrective activities. A second written warning given within the twelve-month period described in Section 6.3(g)(5) may include notice of termination. Discipline is to be constructive.

Section 6.3(g)(3) A copy of all written warning notices shall be submitted to the Union within five (5) days of the date of the notice.

Section 6.3(g)(4) At the time of issuance, and prior to placement in personnel records, the employee shall be given the opportunity to read, sign and answer all written warning notices. The employee's signature shall not signify an admission of guilt or concurrence to the charge but shall be requested to indicate the employee comprehends the gravity of the disciplinary action.

Section 6.3(g)(5) The written warning notices as herein provided shall not remain in effect for a period of more than twelve (12) months and only written warning notices issued in a consecutive twelve (12) month period shall be used as a basis for suspension or discharge. At the end of the twelve (12) month period, the written warning notice in question shall be removed from the employee's personnel record.

Section 6.3(g)(6) Employees terminated by the Employer for other than just cause, shall be given two (2) weeks' notice of termination or two (2) weeks' pay in lieu of notice. Regular employees who desire to voluntarily terminate their employment shall give the Employer two (2) weeks' notice prior to the termination date selected.

Section 6.3(g)(7) Upon termination, earned and accrued vacation and sick leave shall be paid in accordance with the terms of the Agreement. In the event employees, who voluntarily terminate their employment, fail to give notice as provided in Section 6.3(g)(6), the employee shall forfeit earned and accrued vacation and sick leave.

ARTICLE 7

SENIORITY, LAYOFF/RECALL

Section 7.1 SENIORITY.

Section 7.1(a) DEFINITION OF SENIORITY. Seniority is defined as an employee's continuous length of service with the Employer from the most recent date of hire and shall be cumulative on an office-wide basis.

Part-time employees shall accrue seniority on a pro-rata basis, based upon hours worked from most recent date of hire.

Section 7.1(b) APPLICATION OF SENIORITY. Layoffs, rehires, transfers, vacation preference, shift changes and promotions shall be by seniority within classification unless such factors as skill, competence, efficiency and reliability are unequal as determined by the Employer.

Section 7.1(c) An employee shall lose all seniority rights for any one or more of the following

reasons:

- (1) Voluntary resignation.
- (2) Discharge for just cause.
- (3) Failure to return in accordance with the terms of a leave of absence or when recalled from layoff.
- (4) Retirement.

Section 7.2 LAYOFF PROCEDURE.

Section 7.2(a) The occurrence and existence of any condition necessitating a layoff, and the number of Employees involved, will be determined exclusively by the Employer. Following such determination, the Employer will notify the Union of the anticipated layoff within ten (10) working days prior to implementing a layoff. The Employer agrees to discuss with the Union alternatives to layoffs.

Section 7.2(b) Notice of such shall be given two (2) weeks prior to the layoff, and one (1) weeks' pay shall be paid for each full year of service not to exceed eight (8) weeks. Employees with less than two (2) full years of service shall receive two (2) weeks of pay.

Section 7.2(c) Upon layoff, an employee shall be paid for all earned and accrued vacation and sick leave in accordance with the terms of this Agreement.

Section 7.2(d) If, as an alternative to layoff, an employee is offered another assignment, the employee will be offered wages appropriate to the new job classification.

Section 7.3 RECALL PROCEDURE.

Section 7.3(a) An employee laid off or displaced from a job classification shall be first in line for recall to his or her previously held classification for a period of up to nine (9) months.

Section 7.3(b) An employee recalled and reinstated to the former position held shall receive his or her former rate of pay in addition to any wage increases which were applied to his or her job classification during the period he or she was on the recall list. An employee recalled to a different position will be offered wages appropriate to the different job classification. Rejection by a laid off Employee of an Employer offer for a different position will not affect the recall status provision of Section 7.3(a).

Section 7.3(c) Employees shall not accrue seniority while on layoff status, but shall retain seniority to the time of commencement of layoff. Upon recall, an employee shall commence accruing seniority and the employee's seniority date shall be accordingly adjusted.

Section 7.3(d) Notice of job openings or potential re-employment to an employee who has been laid off shall be made by first class mail to the last known address of such laid off employee.

ARTICLE 8

HOLIDAYS

Section 8.1 The following named holidays shall be granted with no deduction in salary and shall be paid as though the employee has worked a full shift at the actual rate of pay, except as defined in Section 5.3:

2018

New Year's Day	Monday	January 1, 2018
*Martin Luther King Day	Monday	January 15, 2018
*Presidents' Day	Monday	February 19, 2018
Memorial Day	Monday	May 28, 2018
Independence Day (Observed)	Wednesday	July 4, 2018
Labor Day	Monday	September 3, 2018
Thanksgiving Day	Thursday	November 22, 2018
Day After Thanksgiving	Friday	November 23, 2018
Last Working Day Before Christmas	Monday	December 24, 2018
Christmas Day	Tuesday	December 25, 2018

2019

New Year's Day	Tuesday	January 1, 2019
*Martin Luther King Day	Monday	January 21, 2019
*Presidents' Day	Monday	February 18, 2019
Memorial Day	Monday	May 27, 2019
Independence Day	Friday	July 4, 2019
Labor Day	Monday	September 2, 2019
Thanksgiving Day	Thursday	November 28, 2019
Day After Thanksgiving	Friday	November 29, 2019
Last Working Day Before Christmas (Observed)	Tuesday	December 24, 2019
Christmas Day (Observed)	Wednesday	December 25, 2019

2020

New Year's Day	Wednesday	January 1, 2020
*Martin Luther King Day	Monday	January 20, 2020
*Presidents' Day	Monday	February 17, 2020
Memorial Day	Monday	May 25, 2020
Independence Day (Observed)	Friday	July 3, 2020
Labor Day	Monday	September 7, 2020
Thanksgiving Day	Thursday	November 26, 2020
Day After Thanksgiving	Friday	November 27, 2020
Last Working Day Before Christmas (Observed)	Thursday	December 24, 2020
Christmas Day	Friday	December 25, 2020

*Employees may choose either Martin Luther King Day or Presidents Day as a Holiday but not both in a year or a Floating holiday. Approval for said Holiday shall be by mutual agreement and Seniority Rights.

Section 8.2 Employees required to report for work on a holiday recognized in this Agreement shall receive a minimum of seven and one-half (7½) hours' pay at the overtime rate, in addition to the regular holiday pay.

Section 8.3 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 8.4 Holiday pay will be compensable provided the employee works the last working day prior to the holiday, and the first working day following the holiday except those employees on approved vacation, or on approved compensable sick, jury, military, or bereavement leave.

ARTICLE 9

SICK LEAVE AND LEAVES OF ABSENCE

Section 9.1 SICK LEAVE.

Section 9.1(a) Sick leave with pay shall accrue without limit on the basis of one (1) day for each month of continuous service. Sick leave shall not be accredited to an employee until such employee has been in the employ of the Employer for a period of thirty (30) days.

Section 9.1(b) Sick leave shall be approved by the Employer for the following purposes: Medical, dental, optical examination and/or treatment and surgery, illness, convalescence and pregnancy leave.

Section 9.1(c) Sick leave shall be approved by the Employer for employees to assist certain dependent family relatives for the same purposes as stated in Section 9.1(b) of this Article. Certain family relatives are defined as spouse or spousal equivalent, children, step-children and parents.

Section 9.1(d) Upon severance of employment, in accordance with Section 6.3(g)(6) and Section 6.3(g)(7), for an employee who has ten (10) years of service with Carpenters Trusts for any reason except just cause termination, such employee shall be compensated for up to 450 hours for all accrued and unused sick leave at their current rate of pay.

Sick leave accrual, subject to contractual pay out provisions, shall be payable to the employee's beneficiary in the event of the employee's death. The life insurance designation shall be used as designation of the employee's beneficiary.

Section 9.1(e) The Employer may require satisfactory evidence of illness or medical examination from the employee.

Section 9.1(f) Employees may use up to two (2) days of accrued sick leave per calendar year as personal leave. Personal leave shall not accumulate from year to year but may be taken in half (1/2) day increments in a given year. Personal leave will not be allowed before or after holidays.

Section 9.2 LEAVES OF ABSENCE. Leaves of absence shall be granted by the Employer upon request of an employee for valid reasons such as, but not limited to, illness, accident or pregnancy leave. Medical leave requests must be certified by a physician. No employee shall be dismissed by the Employer during periods of vacation, sick leave or leave of absence. An employee on leave of absence for three (3) months or less shall be returned to the employee's former position, if available, or a comparable position at no less than the employee's former rate of pay plus any contractual increases. An employee on such leave shall have all health and welfare benefits provided by the Employer for one (1) month. Such leave of absence may be extended by the Employer on a monthly basis. The Employer will not deny an employee's reasonable request for a leave of absence.

Section 9.3 BEREAVEMENT LEAVE. Any employee suffering a death in the immediate family shall be allowed a maximum of thirty-seven and one-half (37.5) hours leave from work with pay at the regular rate. A member of the immediate family is defined as father, mother, sister, brother, spouse, spousal equivalent, son, daughter, grandparents, mother-in-law, father-in-law, stepchildren, stepparents and grandchildren. Additional days of leave up to a maximum of thirty-seven and one-half (37.5) hours with pay may be taken from the employee's sick leave bank for bereavement in connection with a death in the immediate family, if needed by the employee.

Section 9.4 MILITARY, JURY AND WITNESS LEAVE. The Employer shall grant leave with pay to any full-time employee who has accrued at least one (1) year seniority for any of the following purposes:

- (a) To attend annual military two weeks' training encampment required of such an employee as a member of the United States Armed Forces Reserve.
- (b) To serve on a Municipal, County, Federal or Superior Court Jury.
- (c) To serve as a witness in a criminal case in Federal or Superior Court when under subpoena.

With respect to scheduling jury duty, the Employer reserves the right to postpone or reschedule jury duty based on work load or other factors. Pay during the above types of leave shall be the employee's regular straight-time salary, less any amount received as compensation for the military, jury or witness duty performed. Employees granted such leave shall remain absent from work only as necessary to satisfy the requirement of the duty being performed, and the employee shall furnish the Employer with satisfactory evidence of the actual time spent on such duty and the compensation received thereof.

In order to qualify for payment during the above type of leave, the employee shall notify the

Employer immediately upon receiving an official communication concerning the service involved.

ARTICLE 10

HOURS OF WORK

Section 10.1

Section 10.1(a) The regular hours of work shall not exceed seven and one-half (7½) hours in any one day to be worked within eight and one-half (8½) hours, nor more than thirty-seven and one-half (37½) hours in any one week. Overtime shall be paid for at one and one-half (1½) times the actual rate of said employee's. All hours worked on Sundays and holidays shall be paid at twice the actual rate.

Section 10.1(b) Before overtime is paid, an employee must have worked thirty-seven and one-half (37½) hours during the week. For purposes of this Section "hours worked" shall include hours compensated for Company observed holidays as defined in Section 8.1, but shall not include hours compensated for vacation, sick leave, bereavement leave, or leave of absence. If the employee takes any approved leave during a week when overtime is worked, the overtime will be compensated at regular pay until thirty-seven and one-half (37½) working hours have been completed. The employee will choose whether to receive regular pay or replenish sick leave or vacation bank accruals.

Section 10.1(c) Subject to the conditions set forth in Section 10.1(b), compensatory time shall not be offered in lieu of overtime pay.

Section 10.1(d) The Employer will first attempt to meet overtime needs on a volunteer basis. The Employer will attempt to schedule no more than two (2) consecutive Saturdays of overtime per month. It is not the intent of this language to limit the Employer to only two weekends of overtime per month. When necessary, the Employer may schedule more. The Employer shall use consideration and flexibility whenever possible for employees who have made previous Saturday commitments, or child care limitations.

Section 10.2 Employees ordered to report to work shall receive not less than three and three-fourth (3¾) hours' pay at the applicable rate.

Section 10.3 The lunch period may be one (1) hour or one-half (½) hour by employee's choice, but shall not be less than one-half (½) hour in duration. Each employee may take a lunch period of one and one-half (1½) hours up to once a month, if needed for personal activities. Lunch periods shall not be compensable. Employees will not be required to take their lunch period until at least two and three-fourth (2¾) hours after starting work, nor later than two and three-fourth (2¾) hours before quitting time.

Section 10.4 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 10.5 By mutual agreement of Employer and employee, flexible working hours, including lunch periods, may be established to accommodate Employer workload or employee choice (see attached Letter of Understanding - Exhibit "C") between the hours of 7:00 a.m. and 6:00 p.m., Monday through Saturday; provided that the normal straight-time workweek shall be no more than five (5) days per week and that work hours shall be no more than seven and one-half (7½) per day (there shall be no split shifts); and overtime provisions of Section 10.1 are met. If Saturday work performed is above the classification of work normally performed by the employee, the lesser of premium pay of fifteen percent (15%) or pay of the higher classification shall be paid. Where more than one person is willing and qualified to perform the task, seniority within the department shall be the determining factor.

Section 10.5(a) Upon completion of the new computer system or eighteen (18) months from date of contract ratification whichever is less, an equal part manager/employee committee shall be established to discuss flexible schedule options.

ARTICLE 11

VACATIONS

Section 11.1 Vacation with pay shall be granted on the following basis:

<u>Length of Service</u>	<u>Vacation</u>
After six months	Five working days*
After one year	Ten working days*
After two years	Ten working days
After three years through eight years	Fifteen working days
After nine years	Sixteen working days
After ten years	Seventeen working days
After eleven years	Eighteen working days
After twelve years	Nineteen working days
After thirteen years or more	Twenty working days

*Not to be construed as more than ten (10) days of vacation earned during the first year.

Section 11.2 Seniority shall determine vacation preference in the choice of the first two weeks of vacation only.

Section 11.3 Employees terminated for the convenience of the Employer shall be granted prorated vacation for number of months worked, based on the schedule in Section 11.1. Employees who terminate voluntarily and, in so doing, comply with Article 6, Section 6.3(g)(6), shall be granted prorated vacation for the number of months worked, based on the schedule in Section 11.1 of this Article.

Section 11.4 Employees may take vacation time in any increment from one (1) hour to maximum accrual at one time with Employer's approval.

Section 11.5 The Employer will honor one (1) request per employee per year (measured and issued annually by seniority date) for up to fifty percent (50%) of vacation time over fifteen (15) days with a maximum of two (2) weeks' pay out to be granted as pay in lieu of vacation with notice of at least two (2) days prior to a payroll cutoff date.

ARTICLE 12

HEALTH AND WELFARE

Section 12.1 Effective January 1, 2008, the Employer agrees to pay into Carpenters Health and Security Plan of Western Washington 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 and Short-Term Disability in accordance with this plan and Long-Term Disability through an alternative provider.

PLAN DESIGN. If the bargaining unit in response to increasing Plan costs, decides to redesign Plan benefit structures to lower costs, credit for cost reductions will be applied first to wages, then to any required premium increases.

Section 12.2 The Employer agrees to the terms and conditions of the Agreement and Declaration of Trust under which the Health and Security Fund is established and to furnish such records and other information as may be needed by the Trustees. Any employee working less than eighty (80) hours per month will not have any contributions contributed on their behalf.

Section 12.3 All employees shall be covered under the Washington State Industrial Insurance Act and the cost of such insurance shall be paid by the Employer.

ARTICLE 13

PENSION PLAN

Section 13.1 The Employer agrees to and shall be bound by 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.

Section 13.2 Effective January 1, 2018, 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 Retirement Fund. The Employer shall make the following contribution:

Effective January 1, 2018, the Employer shall contribute three dollars and five cents (\$3.05) per compensable hour for each regular full-time and each regular part-time employee covered by this Agreement. If an employee defers into the 401(k) fund, the Employer will make

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matching contributions to the account of each eligible participant in an amount equal to the sum of one hundred percent (100%) of the amount of the participant's elective deferral that does not exceed three percent (3%) of the participants compensation.

The Employer agrees to provide for elective deferrals by employees covered by this collective bargaining agreement to the Office and Professional Employees Retirement Trust, a 401(k) plan.

The Employer agrees to recognize wage deferral elections made by employees covered under the terms of this collective bargaining agreement and to transmit the amounts withheld from such employees' wages as soon as the funds can be reasonably segregated from the Employer's general assets but if no event later than the 15th business day of the month. The Employer acknowledges that if its pre-tax wage deferrals are determined to be delinquent, it is responsible under Department of Labor guidance for interest on the amounts paid untimely.

The Employer agrees to provide such information with respect to employees covered by the collective bargaining agreement as may be needed by the administrator of the Office and Professional Employees Retirement Plan to complete any required IRS discrimination tests.

The Employer agrees to be bound by the terms of the Plan document and Trust Agreement.

For purposes of this Article, compensable shall be defined as any time for which an employee has received compensation, including vacation, holidays, sick leave, jury duty, overtime, etc. Pension hours on overtime will be based on actual hours worked.

Said contribution shall be made to the Office and Professional Employees Local 8 Supplemental Retirement Plan in the manner as set forth in the Trust Agreement of the 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.

Section 13.3 SALARY DIVERSION.

Section 13.3(a) The Employer agrees to provide for wage deferral election contributions by employees covered by the Collective Bargaining Agreement to the Office and Professional Employees Retirement Plan.

Section 13.3(b) The Employer agrees to recognize pre-tax wage deferral elections made by employees covered under the terms of the above described Collective Bargaining Agreement and 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 15th of the following month withheld to the bank or other depository designated by the administrator of the Office and Professional Employees Retirement Plan.

Section 13.3(c) The Employer agrees to provide such information with respect to employees covered by the Collective Bargaining Agreement as may be needed by the administrator of the

Office and Professional Employees Retirement Plan to complete any required IRS discrimination tests.

Section 13.3(d) The Employer agrees to the terms of the Plan document and Trust Agreement.

ARTICLE 14

SALARY SCHEDULE

Section 14.1 Effective January 1, 2018, January 1, 2019 and January 1, 2020, increase each employee's wage rate and the minimum hourly rates by three and one-half percent (3.5%).

Section 14.2 Exhibit "A" attached to this Agreement is the basic minimum weekly rates for all employees covered by this Agreement. These are minimum rates only and may be increased at the Employer's discretion.

Section 14.3 Any employee who is promoted to a higher paying job classification shall not receive any reduction in pay because of such promotion.

Section 14.4 Where a person does a combination of any two job classifications, the salary shall be based upon the highest paid classification, subject to the following provision:

An employee will be eligible for pay of higher classification when an employee is temporarily assigned to perform, as his/her primary responsibility, job functions in a higher classification for more than fifty percent (50%) of a workweek, measured in days.

Section 14.5 Effective the first full pay period following ratification of this Agreement, the Employee shall receive a paid monthly transit pass or the cost of such pass.

Section 14.6 Employees shall retain the right to vote as a unit to divert monies from wage increases to programs.

Section 14.7 The Employer shall establish and maintain a Dependent Care Assistance Plan in accordance with IRS regulations. Details of such plan shall be kept in the Employer Policy Manual and shall be made available to employees upon request.

ARTICLE 15

NON-DISCRIMINATION

Section 15.1 The Employer agrees that it will not discriminate against an employee because of his/her activity as a member of the Office and Professional Employees Union.

Section 15.2 Neither the Union nor the Company in carrying out their obligations under this contract shall discriminate in matters of hiring, training, promotion, transfer, layoff, discharge or

otherwise because of race, color, creed, national origin, sex or age.

Section 15.3 The Employer agrees to the principle of equal pay for equal work and agrees there shall be no discrimination exercised in this respect. In all cases where women are performing work of comparable quality and quantity as that performed by men and whose responsibilities are the same as men, the same rate of pay shall prevail.

ARTICLE 16

AUTOMATION

Section 16.1 In cases where positions are abolished because of automation or system changes, all possible consideration will be given in 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 16.2 Under no circumstances shall an Employer be held financially responsible for the cost of retraining office personnel outside regular employment.

Section 16.3 Employer favors cross training and will attempt to provide cross training for upward and lateral mobility of employees.

ARTICLE 17

HEALTH AND SAFETY

Section 17.1 All applicable state and federal occupational health and safety laws, codes and standards shall be incorporated into this contract by reference.

Section 17.2 The Employer agrees to form a Health and Safety Committee to address health and safety issues in the workplace. The Committee shall be composed of two representatives of the Employer and two representatives of the employees and shall meet as needed. The meetings will be conducted during working hours, but hearings or informative meetings for the rest of the employees will be conducted during non-work hours.

Section 17.3 The Employer shall maintain a smoke free environment in work areas.

Section 17.4 The Employer agrees to provide a comfortable and healthful work environment for its employees. This will include proper facilities as to light, heat, ventilation, and work areas.

ARTICLE 18

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 19

JOB DESCRIPTIONS

Job descriptions shall be kept current as major job content changes occur. The Employer shall submit job descriptions to the Union for review and agreement on any new or altered positions within sixty (60) days of such changes. The Employer will provide an Employee with a copy of the current job description for his/her job classification upon request.

ARTICLE 20

GRIEVANCE/ARBITRATION PROCEDURE

GRIEVANCE DEFINED. A grievance is defined as an alleged violation of the terms and conditions of this Agreement. In accordance with Section 4.2, only matters dealing with the interpretation or application of terms of this Agreement shall be subject to this grievance machinery. If any such grievance arises, it shall be submitted to the following grievance procedure.

Time limits set forth in the following steps may only be extended by mutual consent of the parties.

Step I: Immediate Supervisor

The employee shall first meet with the employee's immediate supervisor and, if requested by the employee, the shop steward may attend, and attempt to resolve the problem. The meeting shall be scheduled within ten (10) workdays of the request. Either party shall, within ten (10) workdays of the meeting, respond to the grievance.

Step II: Personnel Manager

If the matter is not resolved to either party's satisfaction in Step I, the employee, the shop steward or Union Business Representative, if requested by the employee, shall review the grievance with the Personnel Manager, or designated representative, within seven (7) workdays of the immediate supervisor's decision. The Personnel Manager, or designated representative, shall reply in writing within ten (10) workdays from the date of the meeting.

Step III: Arbitration

If the grievance is not settled on the basis of the foregoing procedures, either the Employer or the Union may submit the issue to arbitration within ten (10) working days following receipt of the reply from the Administrator, or designated

representative, and the Union Representative.

If the Employer and the Union fail to agree on an arbitrator, a list of seven (7) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one (1) name remains. The person whose name remains shall be the arbitrator. The arbitrator's decision shall be final and binding on all parties. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. Each party shall bear one-half (1/2) of the fee of the arbitrator. All other expenses shall be borne by the party incurring them. 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.

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 December 31, 2020 and shall continue in effect from year to year thereafter unless either party gives notice in writing at least 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.

COLLECTIVE BARGAINING AGREEMENT
OPEIU LOCAL 8 – CARPENTERS TRUSTS OF WESTERN WASHINGTON

EXECUTED at Seattle, Washington this _____ day of May 2018.

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

**CARPENTERS TRUSTS OF WESTERN
WASHINGTON**

By Mary L. Maloy
Mary L. Maloy
Union Representative

By Randy Parker
Randy Parker
Administrator

By Suzanne Mode
Suzanne Mode
Business Manager

By C. Dahm
Cassandra Dahm
Administrative Manager

By Sue Greathouse
Sue Greathouse
Bargaining Committee

By Jim Wilhite
Jim Wilhite
Retirement Manager

By Cathy Cleveland
Cathy Cleveland
Bargaining Committee

By Vicke Pugil
Vicke Pugil
Bargaining Committee

By Naechel Harris
Naechel Harris
Bargaining Committee

EXHIBIT "A"

Effective January 1, 2018 (3.5%)

Minimum Salary Schedule for all Employees

	<i>Start Hourly</i>	<i>6 months Hourly</i>	<i>12 months Hourly</i>
Office Support Assistant Utility Clerk	\$17.16	\$19.01	\$19.52
Control Clerk Receptionist/Clerk	\$18.80	\$20.84	\$21.42
Claims Adjustor Enrollment & Eligibility Specialist	\$19.17	\$21.26	\$21.77
Accounting & Employer Audit Assistant Customer Service	\$20.25	\$22.56	\$23.07
Employer Service Representative Medical Review Coordinator Assistant Retirement Representative Senior Claims Adjustor Senior Customer Service Representative	\$20.63	\$22.98	\$23.49
Claims Lead Customer Service Lead Employer Services Lead Medical Review Coordinator Operations Lead Retirement Lead Senior Accounting Lead	\$21.12	\$23.43	\$23.95

psiel#1239/afl-cio

EXHIBIT "A"

Effective January 1, 2019 (3.5%)

Minimum Salary Schedule for all Employees

	<i>Start Hourly</i>	<i>6 months Hourly</i>	<i>12 months Hourly</i>
Office Support Assistant Utility Clerk	\$17.76	\$19.68	\$20.20
Control Clerk Receptionist/Clerk	\$19.46	\$21.57	\$22.17
Claims Adjustor Enrollment & Eligibility Specialist	\$19.84	\$22.00	\$22.53
Accounting & Employer Audit Assistant Customer Service	\$20.96	\$23.35	\$23.88
Employer Service Representative Medical Review Coordinator Assistant Retirement Representative Senior Claims Adjustor Senior Customer Service Representative	\$21.35	\$23.78	\$24.31
Claims Lead Customer Service Lead Employer Services Lead Medical Review Coordinator Operations Lead Retirement Lead Senior Accounting Lead	\$21.86	\$24.25	\$24.79

psiel#1239/afl-cio

EXHIBIT "A"

Effective January 1, 2020 (3.5%)

Minimum Salary Schedule for all Employees

	<i>Start Hourly</i>	<i>6 months Hourly</i>	<i>12 months Hourly</i>
Office Support Assistant Utility Clerk	\$18.38	\$20.36	\$20.91
Control Clerk Receptionist/Clerk	\$20.14	\$22.32	\$22.95
Claims Adjustor Enrollment & Eligibility Specialist	\$20.54	\$22.77	\$23.32
Accounting & Employer Audit Assistant Customer Service	\$21.69	\$24.17	\$24.71
Employer Service Representative Medical Review Coordinator Assistant Retirement Representative Senior Claims Adjustor Senior Customer Service Representative	\$22.10	\$24.62	\$25.16
Claims Lead Customer Service Lead Employer Services Lead Medical Review Coordinator Operations Lead Retirement Lead Senior Accounting Lead	\$22.62	\$25.10	\$25.66

psiel#1239/afl-cio

COLLECTIVE BARGAINING AGREEMENT
 OPEIU LOCAL 8 – CARPENTERS TRUSTS OF WESTERN WASHINGTON

EXHIBIT "B"



Office and Professional
 Employees International Union
 Local 8
 AFL-CIO

2800 First Avenue #304
 Seattle, WA 98121

1-800-600-2433
 1-206-441-8888
 Fax: 206-441-9207

www.opeiul8.org

Find us on Facebook
 www.facebook.com/OPEIU/Local8



OPEIU Local 8 Membership Application

I, the undersigned, designate Office and Professional Employees International Union, Local 8, as my chosen and authorized collective bargaining representative on matters relating to wages, hours, and other conditions of my employment.

PLEASE PRINT CLEARLY

Last Name			First Name			MI			Date Employed	____/____/____
Street Name and Number										
City			State			Zip			Employment Status:	
Home/Cell Phone Number										
Home Email Address										
Hourly Wage \$ _____										
Job Title: _____										
Are you a previous member of OPEIU?										
<input type="checkbox"/> Yes <input type="checkbox"/> No										
(If yes, please fill out the back of your withdrawal card and return it with this form.)										
Employer						ID #				

Welcome to Office and Professional Employees International Union Local 8, the labor union that represents bargaining unit employees at your place of work.

The wages and benefits you receive are the result of your Union's efforts in contract negotiations throughout the years. We urge you to review your Union Contract and contact Local 8's office, **206.441.8888** or **800.600.2433** or **opeiul8@opeiul8.org**, if you have any questions. Your Contract is also available on line at **www.opeiul8.org**. It contains many important written protections of your job, your wages and your benefits.

PAYROLL DEDUCTION AUTHORIZATION

Upon receipt of this authorization, I hereby request and authorize my Employer to deduct from my wages or salary such sums as the Union may certify as due for payment of monthly dues, initiation fees or work permit fees or any other fees that may be due and owing. I authorize and direct you to remit this amount to the OPEIU Local 8 Union at such time and in such manner as agreed upon between the Union and the Employer. This payroll deduction authorization shall remain in effect for a period of one year and for each year thereafter unless written notice is given by me to my employer and the Union to discontinue this authorization.

This authorization is made pursuant to the provisions of Section 302(C) of the Labor Management Relations Act of 1947, and otherwise.

Union dues are not deductible as charitable contributions for federal income tax purposes.

Signature: _____ Date: _____

Print Name: _____



WELCOME

EXHIBIT “C”

LETTER OF UNDERSTANDING

It is the intent of the Employer to allow employees and their supervisors to implement earlier start time schedules, as early as 7:00 a.m., with certain understandings mentioned in this Letter of Understanding. Service and phone coverage needs of each area must be met during the period when the Trust office is open, from 8:00 a.m. to 5:00 p.m. It may not be possible to accommodate all requests for earlier start times. Management reserves the right to assure department needs are met.

It is further understood that this agreement to arrange earlier starting time means that these times will be the new regular starting time each day (i.e., 7:00 a.m. - 3:00 p.m.; 8:00 a.m. - 4:00 p.m., or 9:00 a.m. – 5:00 p.m.) It is also understood that during vacation, leaves of absence, etc., an employee may be required to adjust the early time to a later start time on a temporary basis, to cover the employee who is not at work.

Generally, an employee will be expected to observe his/her elected start time for not less than six (6) months. However, in cases of special need such as commuting or child care difficulties, the Employer will attempt to be responsive to shorter term concerns.

It is further understood that knowledge and skills of employees in lead positions is important in day-to-day operations. It may be necessary for individuals in lead positions to arrange rotating schedules on a shorter term basis.

The Employer anticipates that as a result of flexible starting times, there will be periods when direct supervision is not present. The Employer's commitment to this entire policy is contingent upon the responsible work behavior of individuals in unsupervised situations.