



Office and Professional Employees International Union
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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

AEROSPACE MACHINISTS INDUSTRIAL DISTRICT LODGE NO. 751

AND

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

FOR THE PERIOD OF

JUNE 1, 2013 THROUGH MAY 31, 2017

COLLECTIVE BARGAINING AGREEMENT
OPEIU LOCAL 8 – IAM 751

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COLLECTIVE BARGAINING AGREEMENT

AEROSPACE MACHINISTS INDUSTRIAL DISTRICT LODGE NO. 751

THIS AGREEMENT is made and entered into at Seattle, Washington, this June 1, 2013, by and between AEROSPACE MACHINISTS INDUSTRIAL DISTRICT LODGE 751, its successors or assigns the EMPLOYER, and OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL NO. 8, AFL-CIO, the UNION, to set the minimum wage scale, schedule of hours and general rules and regulations between the EMPLOYER and the UNION, and to clearly define the mutual obligations of the parties.

PREAMBLE

WHEREAS, the parties hereto desire to cooperate in establishing conditions which will tend to secure to the employee 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 RECOGNITION. The Employer recognizes the Union as the sole and exclusive collective bargaining agent with respect to rates of pay, hours and all other terms and conditions of employment for all office employees in all geographic locations of the Employer, excluding elected officers, elected or hired business representatives, staff assistants, organizers, bookkeepers or accountants and supervisors as defined by the National Labor Relations Act.

Section 1.2 UNION LABEL. All written communications of any type sent out of any office under this Agreement shall bear the union label of the Office and Professional Employees Local No. 8, except that all written communications by the Business Representatives, staff, and/or executive officers of the Employer need not bear the label. Only OPEIU Local 8 members shall be authorized to use the OPEIU label.

ARTICLE 2

UNION SECURITY

Section 2.1 MEMBERSHIP. 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 MAINTAIN MEMBERSHIP. The Employer further agrees that all new employees 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. Failure by an employee to abide by the Union membership provisions of this Article shall constitute cause for discharge and the Employer shall discharge such employee promptly upon receipt of written notice of noncompliance from the Union. Employees hired on a temporary, or permanent basis shall be given notification in writing on their first day of employment advising them to contact Local 8 and satisfy their Union obligation.

Section 2.3 DUES. 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 to be used by employees is set forth as Exhibit "B" to this Agreement. Dues deductions will be transmitted to the Union by an agreed upon method on or before the twenty-fifth (25th) of each month.

ARTICLE 3

UNION BUSINESS

Section 3.1 NEGOTIATING COMMITTEE. The members of the Union Negotiating Committee, no more than two (2) in number, shall be granted leave from duty without any loss of pay for all meetings between the Employer and the Union for the purpose of negotiating the terms of a contract, when such meetings take place at a time during which any such members are scheduled to be on duty.

Section 3.2 BULLETIN BOARD. A bulletin board shall be made available to the Union in a convenient location in the Employer's place of business for the purpose of posting Union notices.

Section 3.3 UNION REPRESENTATIVE. The Business Representative shall be allowed admission to Employer's premises covered by this Agreement at any reasonable time for the purpose of investigating conditions relating to this Agreement, and the Business Representative will first make his presence known to the Employer.

Section 3.4 UNION STEWARDS. The Employer shall recognize the office stewards who show authority from the Union as a duly accredited Union representative who, upon notifying the District President or District Secretary-Treasurer or their designee, may investigate all grievances and attend grievance meetings with Employer representatives on Employer's time, for a reasonable period of time.

Section 3.5 OPEIU LOCAL 8 PAC CHECK-OFF

Section 3.5(a) 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. A copy of the authorization form to be used by employees is set forth as Exhibit "A" to this Agreement.

Section 3.5(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 3.5(c) All monies collected under this Agreement shall be transmitted once a month, with 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.

Section 3.6 LABOR MANAGEMENT MEETINGS. The parties hereby agree to hold meetings between labor and management at least once annually. The purpose of such labor-management meetings shall be to improve communication and cooperation between the Bargaining Unit and the Employer.

Management will be represented at labor-management meetings by the President and Secretary-Treasurer of District Lodge 751 and may have present one additional participant selected by management. The Union will be represented by the Business Representative and two members of the Bargaining Unit selected by the Union.

The parties shall exchange agendas at least five days prior to meeting and shall allow adequate time to sufficiently deal with the issues each intends to raise.

ARTICLE 4

RIGHTS OF MANAGEMENT

The management and the direction of the work force are vested exclusively with 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 from time to time may determine.

ARTICLE 5

REGULAR AND TEMPORARY EMPLOYEES

Section 5.1 PERMANENT. The first ninety (90) days of employment are probationary. A ninety (90) day extension of the probationary period shall be granted upon mutual agreement between the Union and the Employer when written notification is given to the Employee and the Union prior to the 90th day. A permanent employee is an employee who has been employed for a period of over ninety (90) calendar days except as noted as above, and normally works a regular continuing schedule of forty (40) hours per week. Upon obtaining permanent status such employee shall be entitled to full benefits under the terms of the Agreement except for Health and Welfare which shall begin per Article 14.

Section 5.2 TEMPORARY

Section 5.2(a) The Employer agrees that temporary employees shall not be hired for the purpose of displacing permanent employees on the payroll. Temporary employees are employees hired for a specified period of time, not to exceed ninety (90) calendar days. The

Employer shall notify the Union in writing of all employees temporarily hired, and give the specified time period for such hiring. The Employer will provide written notification to the Union and the Employee prior to the 90th calendar day if the temporary employee will be extended up to an additional 90 days. Prior to the end of the ninety (90), (or one hundred eighty (180)) days, if the Employer determines that the temporary job is to become permanent, it shall be subject to the three (3) days posting and the employee selected to fill the job opening shall receive the applicable rate, plus fringe benefits.

Section 5.2(b) The time period stated in Article 5, Section 5.2(a), can be extended in the event the temporary employee is hired to fill a temporary vacancy created because of leave of absence granted under Article 10, Section 10.4. The Employer shall notify the Union in writing if such positions are to be filled.

ARTICLE 6

HIRING, PROMOTIONS, TRANSFERS, PROBATIONS, DISCIPLINE AND TERMINATIONS

Section 6.1 NOTIFICATION. The Employer shall notify the Union whenever there is a job vacancy. Such notification shall then be verified by mail.

Section 6.2 INCIDENT CHARGES. 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.

Section 6.3 HIRING AND JOB POSTING PROCEDURES.

Section 6.3(a) It is agreed that the employer has the final choice as to whom it hires and whom it assigns to a particular job within a salary group.

The Employer agrees to notify the Union of the name, address, social security number, classification, rate of pay, and the date the new employee was put on the payroll. Such notice will be given within 72 hours of the hire of a new employee, Saturday, Sunday and holidays excepted.

Section 6.3(b) The Employer and the Union have identified five (5) job titles as Key Jobs, requiring specialized skills and experience. These job titles are Executive Secretary (2), Financial Office Lead (1), Mailroom Coordinator (1), Applications/Accounting Assistant (1), Administrative Assistant/Grievance Coordinator's Secretary(1). The Employer retains sole discretion in filling these positions.

Section 6.3(c) Notice of all job vacancies that involve a permanent move shall be posted on the Union bulletin board for three (3) workdays. The posted notice shall include a brief description of the qualifications and responsibilities of the vacant position. Applications for a vacant position by employees in the same salary group as that of the vacancy or for Key Jobs will be permitted but are not subject to the seniority system of Article 7.

Section 6.3(d) Only bargaining unit employees who make timely application during the three (3) workday period will be considered eligible for the vacant position.

Section 6.3(e) Employees who make application for a vacant position will receive written notification of acceptance or rejection. An announcement will be posted on the Union bulletin board notifying all employees of the employee selected for the vacant position.

Section 6.3(f) The awarding of all jobs that involve a permanent move from one job group to another, except for Key Jobs identified in Section 6.3(b), shall be subject to the seniority system of Article 7.

Section 6.3(g) The Employer shall not be denied the right to employ an individual from outside sources once the provisions of this Section have been exercised and it has been determined that bargaining unit employees who have made application through the above procedure are deemed unqualified for the position. The Employer will place a job order with the Union in order for the Union to furnish the Employer with available qualified applicants, but the Employer is free to make hiring decisions in accord with Section 6.3(a) of this Article.

Section 6.4 PROMOTIONS. An employee promoted to a new position, in accord with the procedures of Section 6.3, 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. Such decision is not subject to the grievance and arbitration procedure.

Section 6.5 TRANSFERS. The Employer agrees not to transfer employees to branch offices other than those where they are ordinarily employed, except for short term (vacation, sick leave etc.) or emergency replacement purposes, without ten (10) days' advance notice to the affected employee. Failure to give such notice shall entitle the employee to an additional day of pay for each missed day of notice.

The parties agree to allow the Employer to transfer employees to branch offices without a 10-day notice during a labor dispute. Employees will be returned to their normal assigned location within three (3) days of settlement of the labor dispute.

In cases of short-term or emergency assignment to a branch office the Employer shall endeavor to give the employee to be assigned to a branch office as much advance notice of the temporary transfer as possible.

In cases of vacation replacement, where the Employer has adequate notice, the Employer shall make every effort to notify the employee who will be temporarily transferred to a branch office at least seven (7) calendar days prior to the temporary transfer.

Section 6.6 TRANSFERS-KEY JOBS. The transfer of an employee to a Key Job identified in Section 6.3(b) shall be an Employer function and shall not be based on seniority. The Employer will give consideration to existing qualified employees before hiring from the outside to fill Key Jobs.

Section 6.7 DISCIPLINE AND TERMINATION OF EMPLOYMENT FOR CAUSE.

Section 6.7(a) The Employer shall not discipline or terminate any employee without just cause. No employee shall be terminated while on paid sick leave, vacation or an approved leave of absence.

Section 6.7(b) The Employer retains the right to terminate new employees during or at the end of the probationary period and the termination shall not be subject to the grievance procedure.

Section 6.7(c) A uniform system of written notices shall be used for discipline up to and including termination.

Section 6.7(c)(1) A copy of all written notices shall be submitted to the employee within thirty (30) days of the date the Employer was made aware of the cited violation. Noncompliance with the thirty (30) day time limit will set aside the written warning notice as being null and void unless the Employer and the Union have agreed in writing to extend the time limit.

Section 6.7(c)(2) 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 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 6.7(c)(3) The written notices as herein provided shall remain in effect for a period of twelve (12) months.

Section 6.7(d) Upon termination, (separation of employment for any reason) one hundred percent (100%) of earned accrued vacation and sick leave shall be paid in accordance with the terms of the Agreement.

ARTICLE 7

SENIORITY

Section 7.1(a) DEFINITION. 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.

Section 7.1(b) APPLICATION. Seniority shall control in layoff and recall from layoff, promotions in accordance with job posting procedures, shift changes, and vacations in accordance with the provisions of this Section where such factors as skill, competence and ability are substantially equal.

Key jobs will not be affected by the application of seniority to layoffs and shift assignments in other job groups. Key jobs shall not be left vacant for more than ninety (90) days. If employees in Key Jobs are laid off, they shall have the usual recall rights provided by Section 8.2 to jobs other than Key Jobs.

Choice of shift shall be in accord with seniority where skill, competence, and ability are equal.

Where no senior qualified person elects to work a given shift and the Employer must assign employees to such shift, the least senior qualified person shall be selected.

Where there is a vacation scheduling conflict the senior employee shall have scheduling preference, but such preference must be asserted at least thirty (30) calendar days before the first day of the less senior employee's requested vacation.

Section 7.1(c) ACCUMULATION.

Section 7.1(c)(1) The most recent date of hire shall be considered the employee's seniority date. Seniority is calculated from the date of hire upon becoming a permanent employee.

Section 7.1(c)(2) Seniority will accumulate while on approved leave of absence for up to one (1) year if such leave is non-industrial leave. If the leave of absence is industrial related, seniority will accumulate for the entire leave of absence.

Section 7.1(c)(3) Seniority will accumulate while an employee is on leave of absence to fill a full-time position with the Union.

Section 7.1(c)(4) Seniority will accumulate for time an employee is on leave to serve in the armed forces if such employee returns to active employment within thirty (30) days of separation from the armed forces unless federal law allows for a longer period of return.

Section 7.1(c)(5) An employee who has been employed by District 751 for less than one (1) year and is laid off in accord with Article 8 shall retain and increase his or her seniority for no more than one (1) year from the date of layoff.

Section 7.1(c)(6) An employee who has been employed by District 751 for one (1) year or more and is laid off in accord with Article 8 shall retain and increase his or her seniority for no more than two (2) years from the date of layoff.

Section 7.1(d) LOSS OF SENIORITY. 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 leave of absence or when recalled from layoff.
- (4) Retirement.

ARTICLE 8

LAYOFF/RECALL

Section 8.1 LAYOFF PROCEDURE.

Section 8.1(a) In the event of a layoff, the Employer shall notify the Union of the extent and nature of the layoff sixty (60) days before the layoff is to be implemented.

Section 8.1(b) Employees with the least amount of seniority shall be the first to be laid off.

Section 8.1(c) Employees to be laid off shall be given two (2) weeks' notice prior to the layoff or they shall be paid two weeks' pay in lieu of notice.

Section 8.1(d) Upon layoff, an employee shall be paid for all earned and accrued vacation and sick leave in accordance with the terms of this Agreement. All bargaining unit employees who have at least one (1) year of service under this Agreement and who are involuntarily laid off shall also receive in a lump sum at the time of lay off an amount equal to one week of base pay (excluding overtime and holiday pay and less all applicable taxes) for each full year of service under this Agreement subject to a maximum of twenty six (26) weeks of pay.

Section 8.2 RECALL PROCEDURE.

Section 8.2(a) The Employer, upon rehiring, shall do so in the inverse order of seniority. The Employer shall rehire the last employee laid off; provided that, such employee has the ability to perform the work in the position for which he or she is rehired.

Section 8.2(b) Under no circumstances shall the Employer hire from the open market while employees on the recall list, qualified to perform the duties of the vacant position, are able to be re-employed.

Section 8.2(c) An employee recalled under this Section will be paid the rate of pay applicable to the job title to which they are assigned, subject to Section 16.5.

Section 8.2(d) Any notice of re-employment to an employee who has been laid off shall be made by certified mail to the last known address of such laid off employee. The employee shall lose all recall rights and seniority if the employee fails to accept the position within ten (10) days after the notice is mailed, unless the Employer extends this period.

Section 8.2(e) Employees shall accrue seniority while on layoff in accord with Article 7.

ARTICLE 9

HOLIDAYS

Section 9.1 HOLIDAYS SPECIFIED.

<u>2013 Holidays</u>	<u>Day</u>	<u>Date of Observance</u>
Independence Day	Thursday	July 4, 2013
Labor Day	Monday	September 2, 2013
Thanksgiving Day	Thursday	November 28, 2013
Friday following Thanksgiving	Friday	November 29, 2013
Winter Break	Tuesday	December 24, 2013
Winter Break	Wednesday	December 25, 2013
Winter Break	Thursday	December 26, 2013
Winter Break	Friday	December 27, 2013
Winter Break	Monday	December 30, 2013
Winter Break	Tuesday	December 31, 2013

<u>2014 Holidays</u>	<u>Day</u>	<u>Date of Observance</u>
Winter Break	Wednesday	January 1, 2014
Memorial Day	Monday	May 26, 2014
Independence Day	Friday	July 4, 2014
Labor Day	Monday	September 1, 2014
Thanksgiving Day	Thursday	November 27, 2014
Friday following Thanksgiving	Friday	November 28, 2014
Winter Break	Wednesday	December 24, 2014
Winter Break	Thursday	December 25, 2014
Winter Break	Friday	December 26, 2014
Winter Break	Monday	December 29, 2014
Winter Break	Tuesday	December 30, 2014
Winter Break	Wednesday	December 31, 2014

<u>2015 Holidays</u>	<u>Day</u>	<u>Date of Observance</u>
Winter Break	Thursday	January 1, 2015
Memorial Day	Monday	May 25, 2015
Independence Day	Friday	July 3, 2015
Labor Day	Monday	September 7, 2015
Thanksgiving Day	Thursday	November 26, 2015
Friday following Thanksgiving	Friday	November 27, 2015
Winter Break	Thursday	December 24, 2015
Winter Break	Friday	December 25, 2015
Winter Break	Monday	December 28, 2015
Winter Break	Tuesday	December 29, 2015
Winter Break	Wednesday	December 30, 2015
Winter Break	Thursday	December 31, 2015

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<u>2016 Holidays</u>	<u>Day</u>	<u>Date of Observance</u>
Winter Break	Friday	January 1, 2016
Memorial Day	Monday	May 30, 2016
Independence Day	Monday	July 4, 2016
Labor Day	Monday	September 5, 2016
Thanksgiving Day	Thursday	November 24, 2016
Friday following Thanksgiving	Friday	November 25, 2016
Winter Break	Friday	December 23, 2016
Winter Break	Monday	December 26, 2016
Winter Break	Tuesday	December 27, 2016
Winter Break	Wednesday	December 28, 2016
Winter Break	Thursday	December 29, 2016
Winter Break	Friday	December 30, 2016

<u>2017 Holidays</u>	<u>Day</u>	<u>Date of Observance</u>
Winter Break	Monday	January 2, 2017
Memorial Day	Monday	May 29, 2017

Section 9.1(a) EMPLOYEE BIRTHDAY. In addition to the above holidays each employee's birthday shall be a holiday for that employee. If any employee's birthday falls on Saturday, the holiday will be the preceding Friday. If the holiday falls on Sunday, the following Monday shall be considered the holiday. This holiday may be taken on a day other than the employee's actual birthday upon mutual agreement of the employer and the employee.

Section 9.2 HOLIDAYS WORKED. Employees required to report for work on a holiday recognized in this Agreement shall receive a minimum of eight (8) hours pay in addition to overtime pay.

Section 9.3 HOLIDAY DURING VACATION. In the event a holiday under the Agreement falls during an employee's vacation, the employee shall receive the holiday.

Section 9.4 HOLIDAY DURING LEAVE. In the event a holiday honored under this Agreement falls during the first thirty (30) calendar days an employee is on leave of absence for medical reasons, such employee shall receive one (1) day's pay at the appropriate rate in lieu thereof.

ARTICLE 10

LEAVE

Section 10.1 ACCRUAL. Sick leave with pay shall be accrued on the basis of one (1) day for each month of continuous service cumulative to sixty (60) working days. No sick leave shall be accredited to an employee until such employee has obtained permanent status.

Section 10.2 USE OF SICK LEAVE

Section 10.2(a) USE. Employee sick leave may be used only for the following: (1) with respect to the employee, medical, dental, optical examination and/or treatment, surgery, illness, convalescence, and pregnancy leave (for male employees, leave to be at the hospital for the birth of his child); (2) with respect to children, spouse or domestic partner, of the employee, illness and medical and dental appointments of the employee's children, spouse or domestic partner.

Where applicable, the Employer shall comply with the Federal Family Medical Leave Act, Washington Family Care Act, and the Washington Family Leave Act and any new legislation providing increased leave benefits to Employees, as they may from time to time be amended. The Employer will post published information about these laws in a place with employee access.

Section 10.2(b) REQUEST FOR APPROVAL. Whenever possible, employees should request approval in advance by completing an Absence Authorization Slip. This slip must be approved by the District President or the District Secretary-Treasurer or designee before the absence begins. The District President or District Secretary-Treasurer or designee will respond within three (3) working days of the submission of the request. Failure to respond within this time period will be treated as a grant of permission. In emergency cases where an employee is unable to provide advance notice, the employee must notify the District President or the District Secretary-Treasurer or designee of the absence as soon as possible and complete an Absence Authorization Slip retroactively. Employees may be requested to present a doctor's note when returning to work after five (5) or more days of absence or if abuse is reasonably suspected. With regard to absence of other than a known duration, employees are required to call in on each day of absence. If an employee's Sick Leave Credit is exhausted, management may approve on a case-by-case basis an employee's request to use Vacation Credit as sick leave for legitimate reasons for absence under the same conditions as set forth in 10.2(a). Such approval will not be unreasonably denied.

Section 10.3 BEREAVEMENT. Bereavement leave with pay, not to exceed three (3) working days per death of an employee's spouse, domestic partner, child, parent, brother, sister, grandparents, great-grandparents, grandchildren, mother-in-law, father-in-law, spouse's grandparents, stepfather, stepmother, stepbrother, stepsister, half-brother, half-sister, brother-in-law, sister-in-law, daughter-in-law and son-in-law (providing they are married at the time to the employee's son or daughter), and stepchildren. In addition, an employee will be granted bereavement leave for a stillborn child if the employee provides a certificate of fetal death which has been certified by the attending physician.

Bereavement Leave must be used within thirty (30) days following the death or evidence of belated notification of death.

Section 10.4 MEDICAL LEAVE OF ABSENCE. With a doctor's recommendation, employees shall be granted extended medical leaves of absence without pay, not to exceed one (1) year beyond the accumulation of paid sick leave. If such leave of absence is industrial related it shall be for an unlimited duration.

An employee on a medical leave of absence for six (6) months or less shall be returned to the employee's regular job, at the salary in effect at the time of return. If an employee's medical leave of absence extends beyond six (6) months, but is less than one (1) year, the employee shall be reinstated to the position held at the time the leave was granted, if available, or the first available other position at no less than the employee's former rate of pay subject to Section 16.1. If the leave is industrial in nature, the employee shall be returned to the employee's regular job at the salary in effect at the time of return regardless of the duration of the leave.

The Employer may require proof from a doctor of the need for a leave of absence and may require similar proof that an employee is fit to return to work after such leave.

Vacation and/or sick leave may be used during a leave of absence upon employee request.

Section 10.5 JURY DUTY PAY. An employee called for jury duty will be paid eight (8) hours pay at their current straight-time rate of pay (including cost-of-living adjustment where applicable), for each regular workday the government body that summoned the employee for jury duty pays the employee. Fees received for jury duty will not be deducted from such pay. The employee will furnish to the Employer evidence satisfactory to the Employer showing the performance of jury duty that meets the requirements of this paragraph.

Section 10.6 COURT WITNESS PAY. An employee subpoenaed as a witness in a federal or state court of law in the state in which he/she is working will be paid eight (8) hours pay at his/her current straight-time rate of pay, including cost-of-living adjustment where applicable, for each regular workday for which he/she is paid a daily witness fee. Witness fees will not be deducted from such pay. This paragraph will not apply in instances where the employee is called as a witness on his/her own behalf in an action in which he/she is a party or where he/she is a witness in a case arising from or related to the employee's outside employment or outside business activities. The employee will furnish to the Employer evidence satisfactory to the Employer showing his/her attendance as a witness that meets the requirements of this paragraph.

Section 10.7 LEAVE FOR UNION BUSINESS. A leave of absence without pay shall be granted upon request of an employee on the active payroll, in case he or she is appointed or selected to a full-time Union position or 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 former pay grade which he or she is competent to perform providing an appropriate job opening exists.

ARTICLE 11

TECHNOLOGY/EDUCATION

Section 11.1 NEW TECHNOLOGY. In the event of proposed technological changes the Employer agrees to brief the Union.

Section 11.2 TRAINING. In the event training programs are necessary for employees to qualify for such jobs, the Employer agrees to provide training at the Employer's expense for those employees to be displaced who wish to accept employment in the resultant automated positions. Employees to be displaced will be given first opportunity to qualify for the new positions before any persons outside the bargaining unit are hired to fill the resultant jobs.

Section 11.3 TRAINING EXPENSES. The Employer agrees to pay all expenses related to training identified by the Employer as job related.

ARTICLE 12

HOURS OF WORK

Section 12.1(a) DAY SHIFT. The regular hours of work shall not exceed eight (8) hours in any one day, to be worked within nine (9) hours. Day shift shall begin at 8:00 a.m. and end at 5:00 p.m.

Section 12.1(b) SECOND SHIFT. Second shift shall be that shift which begins after twelve noon and ends before twelve midnight. Specific hours for this shift will be set by the Employer and Union.

Section 12.1(c) OVERTIME. All hours worked in excess of forty (40) hours in any one week, all hours worked in excess of regular working hours, and all time worked on Saturday shall be paid for at twice the employee's rate of pay and second shift premium, if applicable. Any employee required to work on Sunday or a holiday shall receive triple their rate of pay, and second shift premium, if applicable. An employee will be required to report for work at their next scheduled shift.

Section 12.1(d) FLEXTIME. An employee's request for a flex-time schedule is subject to the mutual agreement of the District Secretary-Treasurer and the District President. The flex schedule will be for agreed upon hours of work for a trial period of three (3) months. In emergency situations or due to vacation scheduling, the employee will accommodate the Employer's request to work a regular schedule, as needed. Overtime hours will be paid only after forty (40) hours per week. The employee or Employer shall have the right to invoke return to an eight (8) hour regular workday upon two (2) weeks' notice.

Section 12.2 REPORT PAY. Employees ordered to report to work and who do report to work, shall receive not less than four (4) hours pay at the applicable rate. If an employee returns to work after lunch he will be guaranteed a full day's pay if sent home by the Employer.

Section 12.3 LUNCH. The established lunch period shall not exceed one (1) hour. In case of

emergency, it may be shortened, but not to less than one-half (1/2) hour duration. Lunch periods shall not be compensable. Employees will not be required to take their lunch period until at least three (3) hours after starting work, nor later than three (3) hours before quitting time.

Section 12.4 BREAKS. Daily relief periods of fifteen (15) minutes each shall be allowed in the first half and second half of each shift. Relief periods are compensable.

Section 12.5 ASSIGNMENT OF OVERTIME.

Section 12.5(a) The Employer agrees that opportunities for overtime work assignments will be rotated among employees who regularly perform the work and are available in the office when the assignments are made.

Section 12.5(b) When overtime is available and offered to those outside of who normally perform the work, employees in other offices, including remote offices, will be offered the opportunity to work the overtime. This will not prevent those normally performing the work from receiving the first opportunity to reject it.

Employees assigned to remote offices selected to perform overtime work assignments in the main headquarters location will be paid the applicable overtime rate in accordance with Article 12, Section 12.1(c), for actual overtime hours worked and will not be compensated for travel time to or from the main headquarters location.

Section 12.5(c) Employees assigned to work through the lunch period or beyond 2:00 p.m. on day shift, or beyond 9:00 p.m. on second shift, shall receive double their rate of pay, and shift premium, if applicable, for lunch hour missed, and the Employer shall allow the employees a thirty (30) minute break, with pay, after completing such necessary or emergency work.

Section 12.6 NOTICE OF OVERTIME. An employee shall receive no less than one (1) hour's notice if the Employer requests an employee to work overtime. In the event the Employer fails to give such notice to an employee, said employee shall receive triple time for every hour of work performed in excess of eight (8) hours in one (1) day.

Section 12.7 SECOND SHIFT.

Section 12.7(a) The Employer will make diligent efforts to staff the second shift on a voluntary basis.

Section 12.7(b) If this shift cannot be staffed in this manner, seniority shall determine assignment to second shift, in accord with Article 6.

Section 12.7(c) New employees shall be notified upon hire that they may be required to work second shift.

ARTICLE 13

VACATIONS

Section 13.1 ACCRUAL. Vacation with pay shall be granted as follows:

<u>Length of Employment</u>	<u>Vacation</u>
One (1) year but less than three (3) years	13 Days
Three (3) years but less than ten (10) years	19 Days
Ten (10) years but less than twenty (20) years	25 Days
Twenty (20) years or more	30 Days

Section 13.2 SCHEDULING. Vacations shall be taken at a time mutually agreeable to the Employer and employee. The Employer shall act on vacation requests within two (2) working days of receipt.

Section 13.2(a) Vacation time shall be used in increments of one (1) hour or more.

Section 13.2(b) Vacation can be accumulated for up to two (2) years. On an employee's anniversary date, any time in excess of the two (2) year maximum accrual must be paid to the employee as pay in lieu of vacation.

Section 13.2(c) The Employer favors the use of vacation time as time away from the job but will honor one (1) request per employee per year (measured by anniversary periods) for up to fifty percent (50%) of vacation time to be granted as pay in lieu of vacation.

Section 13.2(d) After one (1) year of employment, upon termination, layoff or resignation, accumulated plus prorated vacation shall be paid. Prior to the completion of one (1) year of employment, accumulated plus prorated vacation will be paid upon layoff only.

ARTICLE 14

HEALTH AND WELFARE

Section 14.1 HEALTH/TIME LOSS/LIFE INSURANCE.

Section 14.1(a)(1) MEDICAL, VISION, LONG-TERM DISABILITY. The Employer shall pay to the jointly administered Puget Sound Benefits Trust (PSBT) the full cost necessary to provide permanent employees and eligible dependents medical and prescription drug coverage under the PSBT (\$150.00 (Individual) and \$450.00 (Family) deductible) PPO Plan. PSBT Long-term Disability insurance shall be provided throughout the term of this Agreement.

Section 14.1(a)(2) The Employer agrees to the terms and conditions of the Agreement and Declaration of Trust under which the Trust is established to furnish such records and other information as may be needed by the Trustees. The Employer Trustees in this program shall be selected from participating Employers.

Section 14.1(a)(3) ELIGIBILITY. Eligibility for Puget Sound Benefits Trust health coverage shall commence pursuant to the Summary Plan Description requirements or on the first day of the fourth month after the employee's date of hire.

The effective date of medical coverage eligibility for employees recalled from layoff will be the first day of the first month following the employee's return from layoff; provided the layoff does not last longer than twelve (12) months. Effective date of coverage for employees recalled from a layoff lasting longer than twelve (12) months shall be pursuant to the Summary Plan Description requirements or on the first day of the fourth month.

Section 14.1(b)(1) DENTAL. The Employer shall pay the full cost necessary to provide employees and eligible dependents dental benefits under the Northwest IAM Benefits Trust Plan 125.

Section 14.1(b)(2) VISION. The Employer shall pay the full cost necessary to provide employees and eligible dependents vision care under the Machinists Health and Welfare Trust Fund VSP Plan 1.

Section 14.1(c) LIFE INSURANCE. The Employer agrees to provide each employee with life insurance in the amount of \$100,000.00 (One hundred thousand dollars).

Section 14.1(d) TIME LOSS. The Employer agrees to provide employees with a short-term disability benefit which will be \$330 per week for disabilities not covered by workers' compensation and \$165 per week for disabilities covered by workers' compensation subject to the terms described in the plan document.

Section 14.2 RETIREE MEDICAL PLAN. The Employer agrees to provide all employees who retire from Machinists District Lodge 751 under the terms of the Western States Office and Professional Employees Pension Plan with continuing regular employee participant coverage under the Puget Sound Benefits Trust \$150.00 (Individual) and \$450.00 (Family) deductible PPO Plan, Group Health Plan or the IAM Virginia Mason Plan at no cost to the retired employee until the employee reaches age 65 or qualifies for Medicare. After an employee is eligible for Medicare coverage, the Employer agrees to provide the employee with the best Medicare group supplement coverage available.

In recognition of the rights and expectations of such employees, the Employer agrees that its obligation to provide retiree medical benefits to employees who retire during the term of this Agreement shall survive this Agreement and will continue to exist after the expiration or modification of this Agreement.

Section 14.3 HEALTH REIMBURSEMENT ARRANGEMENT. In addition to the medical, prescription drug, dental and vision care provided for in ARTICLE 14 the Employer agrees, effective January 1, 2010, to establish a Health Reimbursement Account for each OPEIU Local 8 employee including retirees. Annually, on January 1, nine hundred dollars (\$900) will be put in the account for reimbursement of out of pocket expenses for medical prescription, dental or vision for participants. The balance as of December 31st of each year will roll over to the next year to help the Employer provide nine hundred (\$900) dollars for the next year.

Section 14.4 FEDERAL OR STATE PROGRAM. If, during the term of this Agreement, there is established by Federal or State Government a program that affords to employees covered by this Agreement similar benefits (such as but not limited to medical-surgical-hospital benefits and dental benefits) to those that are afforded by this Agreement, or implements changes to tax regulations applicable to these benefits, the parties mutually agree to a reopener of Article 14 to meet and discuss possible changes.

Section 14.5 If, during the term of this Agreement, an increased contribution rate is necessary to maintain any of the present benefit schedules of the program enumerated in this Article, the Employer will pay the increased contribution rate.

ARTICLE 15

PENSIONS

Section 15.1 OPEIU 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.

Effective September 1, 2013, the Employer shall contribute the following amounts per hour into the Western States Office and Professional Employees Pension Fund not to exceed forty (40) hours in any week:

Group 5	\$6.83 per hour (\$3.63 plus \$3.20 for the required 78% supplemental contribution as defined by the fund's rehabilitation plan)
Group 7	\$7.06 per hour (\$3.86 plus \$3.20 for the required 78% supplemental contribution as defined by the rehabilitation plan)
Group 8	\$7.18 per hour (\$3.98 plus \$3.20 for the required 78% supplemental contribution as defined by the rehabilitation plan)
Group 9	\$7.30 per hour (\$4.10 plus \$3.20 for the required 78% supplemental contribution as defined by the rehabilitation plan)

Effective June 1, 2014, the Employer shall contribute the following amounts per hour into the Western States Office and Professional Employees Pension Fund not to exceed forty (40) hours in any week:

Group 5	\$6.91 per hour (\$3.63 plus \$3.28 for the required 80% supplemental contribution as defined by the fund's rehabilitation plan)
Group 7	\$7.14 per hour (\$3.86 plus \$3.28 for the required 80% supplemental contribution as defined by the rehabilitation plan)
Group 8	\$7.26 per hour (\$3.98 plus \$3.28 for the required 80% supplemental contribution as defined by the rehabilitation plan)

Group 9 \$7.38 per hour (\$4.10 plus \$3.28 for the required 80% supplemental contribution as defined by the rehabilitation plan)

Section 15.2 Said contribution shall be made to the Western States Office and Professional Employees Pension Fund in the manner as set forth in the Trust Agreement of said Trust.

Section 15.3 IAM NATIONAL PENSION FUND. 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 trustees of the IAM National Pension Fund.

Effective September 1, 2013, the Employer shall contribute \$0.20 per hour not to exceed forty (40) hours in any week to the IAM National Pension Fund.

Effective June 1, 2014, the Employer shall contribute \$0.25 per hour not to exceed forty (40) hours in any week to the IAM National Pension Fund.

Effective June 1, 2015, the Employer shall contribute \$0.30 per hour not to exceed forty (40) hours in any week to the IAM National Pension Fund.

Effective June 1, 2016, the Employer shall contribute \$0.35 per hour not to exceed forty (40) hours in any week to the IAM National Pension Fund.

Section 15.4(a) OPEIU SUPPLEMENTAL RETIREMENT PLAN. 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 Plan.

Section 15.4(b) 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 Supplemental Retirement Plan. The Employer agrees to transmit the amounts withheld from such employee's wages on a pre-tax basis as soon as the funds can be transmitted and not 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. The forms for the election shall be provided by the administrative office of the aforesaid Trust Fund. 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.

ARTICLE 16

RATES OF PAY AND JOB GROUPS

Section 16.1 The hourly rates of pay scheduled below are the minimum and maximum hourly rates of pay for all employees covered by this Agreement:

<u>Salary Group</u>	<u>Job Groups</u>	<u>Title</u>	<u>Rates of Pay</u>	
			<u>Minimum</u>	<u>Maximum</u>
9	1	Executive Secretary Financial Office Lead Mailroom Coordinator	\$20.00	\$40.95
8		Administrative Assistant/Grievance Coordinators Secretary	\$19.00	\$39.79
		Applications/Accounting Assistant	\$19.00	\$39.79
7	2	Secretary	\$18.00	\$38.59
5	3	Dues Office Clerk/Receptionist	\$16.00	\$36.31
0	4	Temporary Employee	\$12.00	

Section 16.2 PROGRESSION. Any employee not at the maximum rate of pay listed in Section 16.1 shall have his/her rate of pay increased by fifty-five (\$0.55) cents per hour on six (6) month increments from date of hire or promotion into a higher level job group which shall not exceed twelve (12) progressions to achieve the maximum rate of pay for that job.

Section 16.3 PROMOTION/DOWNGRADE. Employees who are promoted or downgraded from one salary group to another will have their rate of pay increased or decreased by sixty (\$0.60) cents per hour per salary group subject to the minimum and maximum rates of pay of that salary group per Section 16.1.

Section 16.4 LAYOFF/RETURN. Employees returning from layoff shall return to the rate of pay they were receiving at the time of their layoff subject to the maximum rate of pay of the job returned to.

Section 16.5 SECOND SHIFT. Second shift employees shall receive eighty (80) cents per hour shift premium.

Section 16.6 COMBINED TITLES. Where a person does a combination of any of the above described titles in his or her regular duties, provided the higher title occupies over two (2) hours of their working day, the person's rate of pay shall be based upon the highest paid title per

Section 16.4. This does not apply to an employee who is assigned to assist a lead or Key Job employee unless the employee performs the entire lead or Key Job.

Section 16.7 TEMPORARY ASSIGNMENTS. Any employee who is temporarily assigned to a lower paying job classification, shall not receive any reduction in pay because of such assignment. Any employee who is temporarily assigned to a higher paying job group shall have his/her salary increased per Section 16.4 while assigned to the higher paying job.

Section 16.8 MILEAGE. Any employee who is sent to replace an employee in one of the branch offices after first reporting to their assigned office will receive the IRS authorized mileage amount for the first day of assignment only.

However, if an employee is assigned to replace an employee for vacation or illness and who goes directly from his or her home to one of the branch offices, mileage will not be allowed.

When travel is by automobile, owned by the employee, as part of his/her job, such transportation expense shall be the IRS authorized mileage amount per mile to be paid fully by the Employer, provided use of such automobile has been specifically approved in advance by the Employer.

Section 16.9 PAYDAYS. The Employer will provide automatic deposit with the applicable pay date schedule.

Section 16.10 JOB GROUP 1. Job Group 1 shall not be considered a permanent assignment and employees assigned to this Job Group will be paid the appropriate rate of pay for all time so assigned. An employee may be downgraded from Job Group 1 by the Employer at any time, but such downgrade cannot be below Job Group 2. Job Group 1 positions shall not be left vacant for more than ninety (90) days unless extended by mutual agreement between the Employer and the Union.

Section 16.11 NEW POSITION. If new positions are created during the term of this Agreement, the Employer and Union shall meet and negotiate the job group/title/rate of pay.

Section 16.12(a) COST OF LIVING ADJUSTMENT. Employees covered by this Agreement shall receive cost of living adjustments to the extent such adjustments become effective under and in accordance with the all of the terms, conditions, amounts and limitations per the IAM/Boeing Collective Bargaining Agreement.

Section 16.12(b) Cost of Living Adjustments shall not be added to or subtracted from any employees' base rate except as herein provided.

On September 13, 2013, the cost of living adjustment being paid to employees on that date under Section 16.12 shall be added to the employees' base rates and made part thereof.

On September 12, 2014, the cost of living adjustment being paid to employees that date under Section 16.12 shall be added to the employees' base rates and made part thereof.

On September 11, 2015, the cost of living adjustment being paid to employees on that date

under Section 16.12 shall be added to the employees' base rates and made part thereof.

On September 9, 2016, the cost of living adjustment being paid to employees on that date under Section 16.12 shall be added to the employees' base rates and made part thereof.

Any cost of living adjustment payable during the life of this Agreement shall be added only to each employee's straight time hourly earnings. The applicable cost of living adjustment shall be included in computing overtime pay, third shift bonus, vacation and holiday pay, sick leave payment and report time payment.

The base rate maximums set forth in Section 16.1 shall be increased on each date set forth above.

ARTICLE 17

HEALTH AND SAFETY

Section 17.1 GENERAL. The Employer retains exclusive responsibility for workplace health and safety and agrees to provide a safe and healthful work environment for all employees and further agrees to make every effort to ensure optimum working conditions and to provide for the highest standards of workplace sanitation, ventilation, cleanliness, light, noise levels, and health and safety in general. The Employer further agrees to comply with all applicable health and safety laws and regulations.

Section 17.2 INDUSTRY INJURY. All employees shall be covered under the Washington State Industrial Insurance Act.

Section 17.3 SAFETY COMMITTEE. A Safety Committee shall be established consisting of at least one (1) Employer and one (1) employee representative who shall meet at least quarterly to review safety issues, recommend improvements and assist in correction of identified unsafe conditions or practices.

Section 17.4 ACCOMMODATION. The Employer will make reasonable efforts to accommodate the needs of employees who can demonstrate that health problems are caused or aggravated by work related assignments or by substances the employee is necessarily exposed to in the workplace.

ARTICLE 18

NON-DISCRIMINATION

Section 18.1 The Employer will not discriminate against an employee because of activity as a member of the Office and Professional Employees Local No. 8.

Section 18.2 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, gender, disability, sexual preference or age.

Section 18.3 The Employer agrees to the principle of equal pay for equal work and agrees that there shall be no discrimination exercised in this respect.

ARTICLE 19

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 20

SUCCESSORS

In the event the Employer shall, by merger, consolidation, sale of assets, lease, franchise or by any other means enter into an Agreement with another firm or individual which, in whole or in part, affects the existing appropriate collective bargaining unit, then such successor, firm or individual shall be bound by each and every provision of this Agreement. The Employer shall have an affirmative duty to call this provision of the Agreement to the attention of any firm or individual with which it seeks to make such an agreement as aforementioned.

ARTICLE 21

GRIEVANCE/ARBITRATION PROCEDURE

Section 21.1 Subject to the exclusions identified in Section 21.5 any complaint or dispute arising between the parties to this Agreement involving the interpretation or application of this Agreement may be considered a grievance and may be subject to this grievance procedure. Time limits prescribed in this process may be extended by written mutual agreement under unusual circumstances or a Step may be bypassed by mutual agreement of the parties.

Step 1 - Oral Submission of Grievance. In the event of a grievance, the employee, with the employee's shop steward, shall contact the Employer and attempt to effect a settlement of the dispute. Such oral presentation shall be made within ten (10) days (for the purpose of this Article, days shall mean workdays) of the event or ten (10) days from the date the employee knew or should have known of the event, giving rise to the grievance. The Employer shall, within ten (10) days thereafter, provide a written response to the grievance.

Step 2 - Written Submission of the Grievance. If the decision of the Employer does not settle the grievance or the Employer fails to respond within ten (10) days the Union may, within ten (10) days following the receipt of the Employer's answer (or lack thereof) in Step 1, formalize the grievance in writing and submit the written grievance to the Employer for the purpose of arranging a meeting to discuss the grievance. The written grievance shall contain the following:

- a. Detailed facts upon which the grievance is based.
- b. Reference(s) to the Section(s) of the Agreement alleged to have been violated.
- c. The remedy sought.

The meeting shall be held within ten (10) days following receipt of the written grievance and shall be attended by the Union Representative and/or shop steward, employee and Employer. In addition, both parties may have others present who might contribute to a better understanding of the facts and issues or otherwise contribute to an acceptable resolution of the grievance. The Employer shall provide a written answer to the grievance within ten (10) days following the meeting.

Section 21.2 ARBITRATION. In the event the grievance is not resolved through Section 21.1, the grievance may be processed to arbitration. The request for arbitration must be submitted to Federal Mediation and Conciliation within thirty (30) days following the Employer's answer at step 2. A list of nine (9) arbitrators may be requested by either party. The parties shall choose the arbitrator by the Employer and the Union, in that order, alternately striking a name from the list until one (1) name remains as the arbitrator.

Section 21.3 AUTHORITY AND COSTS. The arbitrator shall be authorized to rule and issue a decision and award, in writing, on any grievance processed in accordance with this Article, including the question of the arbitrability of such issue. The arbitrator shall have no power to alter the terms of this Agreement. The Employer shall release without pay those employees whose testimony is requested at the arbitration. The decision and award shall be final and binding upon both parties to this Agreement. The fees of the arbitrator shall be borne by the losing party. The Employer and the Union are responsible for their own costs and attorneys fees if any associated with any arbitration.

Section 21.4 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.

Section 21.5 EXCLUSIONS. The following issues are not subject to the grievance and arbitration procedure: (1) discipline of probationary employees; (2) hiring, promotion, and movement in or out of key jobs identified in Section 6.3(b); (3) decisions made pursuant to Section 6.4; and (4) health and welfare benefit decisions by any third party administrator, trust, or plan.

ARTICLE 22

PICKET LINES

It is further understood and agreed that refusal by any employee, covered by this Agreement, to go through a bonafide 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 23

TERMINATION AND RENEWAL

This Agreement shall be in full force and effect from June 1, 2013 through May 31, 2017, 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 provisions of this Agreement, any other provision to the contrary notwithstanding.

EXECUTED at Seattle, Washington this 1st day of September 2013.

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

**AEROSPACE MACHINISTS INDUSTRIAL
DISTRICT LODGE NO. 751**

By Benita Hyder
Benita Hyder
Union Representative

By Tom Wroblewski
Tom Wroblewski
President

By Suzanne Mode
Suzanne Mode
Business Manager

By Susan Palmer
Susan Palmer
Secretary-Treasurer

By Daphne Becker
Daphne Becker
Bargaining Committee

By Jim Bearden
Jim Bearden
Bargaining Team

By Suzan Merritt
Suzan Merritt
Bargaining Committee

LETTER OF UNDERSTANDING #1

BONUS

The Aerospace Machinists Industrial District Lodge 751, hereinafter referred to as the "Employer", and Office and Professional Employees International Union Local 8, hereinafter referred to as the "Union", hereby agree to the following:

Upon ratification, OPEIU members will be paid a bonus of \$2,000.

Payable before November 30, 2014 OPEIU Local 8 members will be paid a bonus of \$1,500.00.

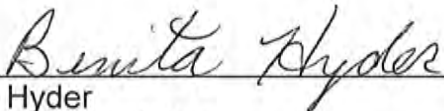
Payable before November 30, 2015 OPEIU Local 8 members will be paid a bonus of \$1,000.00.


Payable before November 30, 2016 OPEIU Local 8 members will be paid a bonus of \$500.00.

EXECUTED at Seattle, Washington this 1st day of September 2013.

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

**AEROSPACE MACHINISTS INDUSTRIAL
DISTRICT LODGE NO. 751**

By 
Benita Hyder
Union Representative

By 
Tom Wroblewski
President

opeiu#23/afl-cio

LETTER OF UNDERSTANDING #2

SPOKANE EXCEPTIONS

The Aerospace Machinists Industrial District Lodge 751, hereinafter referred to as the "Employer", and Office and Professional Employees International Union Local 8, hereinafter referred to as the "Union", hereby agree to the following:

Seniority and seniority based rights such as vacation scheduling and layoff sequence for the Local 8 employee assigned to the Spokane Washington branch office shall operate separately from Local 8 employees located in Western Washington.

Also, due to unique working conditions/requirements, effective April 1, 2006, the Local 8 employee assigned to the Spokane, Washington, branch office shall receive Salary Group 8 rate of pay.

From time to time, it may become necessary to hire a temporary replacement for the Spokane Local 8 employee due to absences because of illness, scheduled vacations, etc. Therefore, any employee temporarily hired for this purpose shall be paid Salary Group 8, minimum rate of pay.

EXECUTED at Seattle, Washington this 1st day of September 2013.

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

**AEROSPACE MACHINISTS INDUSTRIAL
DISTRICT LODGE NO. 751**

By Benita Hyder
Benita Hyder
Union Representative

By Tom Wroblewski
Tom Wroblewski
President

EXHIBIT "A"
OPEIU LOCAL 8 PAC
CHECK-OFF AUTHORIZATION

I hereby authorize _____ (my Employer) to deduct \$_____ each month or \$_____ an hour from my paycheck and forward this amount to the Secretary-Treasurer of Office and Professional Employees International Union Local 8, AFL-CIO, by the last day of each month. This authorization is signed voluntarily and with the understanding that OPEIU Local 8's PAC Fund will use this money to make political contributions and expenditures in support of state and local elections, and to make contributions to OPEIU International's Voice of the Electorate, which contributes to federal candidates.

No Employer or Union may discriminate against an employee for contributing or not contributing to a political committee or supporting or opposing a candidate, ballot measure or political party. This authorization remains in effect until revoked in writing by the employee. Contributions to OPEIU Local 8's PAC Fund are not tax deductible.

SIGNED: _____

PRINT NAME: _____

HOME ADDRESS: _____

City State Zip

PHONE #: () _____

E-MAIL ADDRESS: _____

DATED: _____

*Please Fax to 206-441-0207 or Mail a copy to:
OPEIU Local 8
2800 First Avenue, Room 304
Seattle, WA 98121*

EXHIBIT “B”

AUTHORIZATION FOR CHECK-OFF OF DUES

TO: _____
Employer

DATE: _____

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 fee 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 the Company and the Union to discontinue the authorized deduction.

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.

Print Name

Address

City State Zip

Signature

MEMORANDUM OF UNDERSTANDING

Subject: Cost of Living Adjustments

If the IAM/Boeing master agreement does not include Cost of Living Adjustments, whether due to strike or loss of benefit, then the parties to this Agreement agree to immediately meet to negotiate a Cost of Living Adjustment benefit for the remainder of this contract.

EXECUTED at Seattle, Washington this 1st day of September 2013.

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

**AEROSPACE MACHINISTS INDUSTRIAL
DISTRICT LODGE NO. 751**

By Benita Hyder
Benita Hyder
Union Representative

By Tom Wroblewski
Tom Wroblewski
President

opeiu#23/afl-cio