



**Office and Professional Employees International Union**  
2800 First Avenue, Room 304 • Seattle, WA 98121 • (206) 441-8880 • 1-800-600-2433

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**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**SOUTHWEST WASHINGTON ELECTRICAL J.A.T.C.**

**AND**

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

**FOR THE PERIOD OF**

**MAY 1, 2018 THROUGH APRIL 30, 2022**

COLLECTIVE BARGAINING AGREEMENT  
OPEIU LOCAL 8 – SOUTHWEST WA ELECTRICAL J.A.T.C.

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## **COLLECTIVE BARGAINING AGREEMENT**

### **SOUTHWEST WASHINGTON ELECTRICAL J.A.T.C.**

**THIS AGREEMENT** is made by and between **SOUTHWEST WASHINGTON ELECTRICAL J.A.T.C.**, hereinafter referred to as the Employer, and the **OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 8**, 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.

#### **ARTICLE 1 – RECOGNITION OF THE UNION**

**Section 1.** The Employer agrees to recognize the Union as the sole collective bargaining agency for all employees covered by this Agreement.

**Section 2.** This Agreement shall not apply to any elected or appointed officer of the Employer whose duties in accordance with their Constitution and By-Laws require work of a clerical nature.

#### **ARTICLE 2 – GENERAL**

**Section 1.** The Employer agrees that employees shall, as a condition of continued employment, become and remain members of the Union on and after thirty (30) days following the date of employment or date of Agreement whichever is later. The Employer agrees to retain in employment only persons who maintain membership in continuous good standing with the Union.

**Section 2.** It shall not be considered a violation of this Agreement for the employee to refuse to pass a bona fide picket line established by any AFL-CIO union, provided such picket line has been approved by the appropriate Central Labor Council.

**Section 3.** It shall not be considered a violation of this Agreement for the employees to refuse to perform work detoured to their office from a firm which has been placed on the "Unfair List" of any Central Labor Council affiliated with the AFL-CIO.

**Section 4.** The Union Representative of the Union shall have the privilege of conferring with the employee during working hours (for a reasonable period of time) for the purpose of investigating the working conditions existing in the office and for the purpose of ascertaining whether the provisions of the agreement are in full compliance.

#### **ARTICLE 3 – HIRING**

**Section 1.** In employing new workers or replacing workers the Employer will place an order with the Union stating what the work will consist of so the Union will be able to refer, for interview, the most competent help available. The Employer shall have the right to reject any applicant for employment.

**Section 2.** The Union agrees that if unable to furnish competent help within forty-eight (48) hours of receipt of the order, the Employer may hire a person of his own choosing, and the Union so notified in writing, of the name and social security number of the individual, within seventy-two (72) hours upon employment.

**Section 3.** The Employer may, however, if he so desires, request the Union to dispatch a particular member of the Office & Professional Employees International Union, Local 8, whom he knows to be available for employment.

#### **ARTICLE 4 – SENIORITY**

**Section 1.** Seniority for purposes other than layoff shall mean length of continuous service with the Employer and shall be determined on an office-wide basis.

**Section 2.** In the event a new employee classification is established that is not otherwise contained in this agreement, the parties agree to meet, discuss and/or negotiate the terms applicable to such "new" classification. However, all other provisions of this agreement shall remain in effect.

**Section 3.** Employees shall be made aware of all positions that become open or any newly created positions including grade, pay and position responsibilities. Seniority shall determine who shall receive the position where ability is equal.

**Section 4.** Present employees shall be given first opportunity to qualify for any new position created. In the event training programs are necessary for employees to qualify for a new position the Employer agrees to afford present employees a ninety (90) day period to upgrade themselves to the skills of the new position. (Note: Not to be construed as the Employer's time.)

#### **ARTICLE 5 – LAYOFFS – DISCHARGE**

**Section 1.** The Employer agrees that in layoff off employees he will make such layoffs within the classifications contained in this Agreement in accordance with the seniority standing of the employees.

**Section 2.** Regular full-time and regular part-time employees shall be hired on a probationary period for the first ninety (90) calendar days. Termination or discipline during this period will not be subject to review by the Union.

**Section 3.** No employee shall be disciplined or discharged except for just cause. Upon termination, an employee, upon request, shall receive written notice from the Employer stating the true cause of termination.

**Section 4.** Upon termination of employment (layoff or discharge) (except for just cause) two (2) weeks' notice or two (2) weeks' pay shall be given by the Employer.

**Section 5.** Employees are required to give two (2) weeks' notice of their desire to terminate their services with the Employer unless otherwise mutually agreed.

**Section 6** The Employer agrees to give employees, or previous employees, written statements as to their character and service if requested.

**Section 7.** A laid off employee shall be placed on a recall list for a period of thirty (30) days.

### **ARTICLE 6 – HOLIDAYS**

**Section 1.** The following named holidays shall be granted with no deduction in salary and shall be paid for as though the employee had worked a full shift at the actual rate of pay:

New Year's Day	Labor Day
President's Day	Thanksgiving Day
Memorial Day	Friday After Thanksgiving
Independence Day	Christmas Day

and any and all holidays observed by the Employer. In addition to the above named holidays, 1/2 Day Personal Holiday shall be observed, with the prior approval of the Training Director (pay for this holiday will be at 1/2 the employee's established daily rate of pay).

There are no established shift hours for holidays.

**Section 2.** Holidays falling on Sunday shall be observed the following Monday.

### **ARTICLE 7 – SICK LEAVE AND RELIEF PERIODS**

**Section 1.** Employees shall be entitled to and shall receive in the event of illness sick leave with pay on the following basis: One (1) day for each month of continuous service cumulative. Employees may carry over a maximum of forty (40) hours annually from anniversary date of hire.

**Section 2.** Sick leave may be used for an absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; of an employee's need for preventive medical care; to allow the employee to provide care for a family member as set forth in Chapter 49.46 RCW; when the employee's child's school or place of care has been closed by order of a public official for any health-related reason; and for absences that qualify for leave under the Washington State Domestic Violence Act.

**Section 3.** No employee shall be dismissed during periods of absence due to illness. Employees shall be re-employed upon recovery, provided such period shall not exceed sixty (60) days.

**Section 4.** Sick leave "payments" shall be reduced proportionate to the amount that is received or could have been received pursuant to Accident & Sickness benefits under the Health and Welfare plan as provided in this Agreement.

**Section 5.** Should employees be unable to leave their place of work on an intermittent basis, relief periods of fifteen (15) minutes shall be allowed at the approximate mid-points of the

morning and afternoon work shifts. Relief periods shall be exercised in such manner as to not completely disrupt business affairs of the Employer.

**Section 6.** Employees will be allowed no less than a thirty (30) minute meal period to be scheduled at the appropriate mid-point of the employee's work shift.

### **ARTICLE 8 – VACATIONS**

**Section 1.** Employees shall be entitled to and shall receive annual vacation with pay on the following basis: Two (2) weeks, ten (10) working days after one (1) year of continuous service; three (3) weeks, fifteen (15) working days after five (5) years of continuous service; four (4) weeks, twenty (20) working days after ten (10) years of continuous service. Vacations shall be taken at a time mutually agreeable to the Employer and the employee. Vacation time earned may be cumulative, up to thirty (30) working days. Any additional unused vacation shall be forfeited. In no event shall cash be paid in lieu of time off except in unusual circumstances, when at the request of the Employer and with the consent of the Union and the employee, said employee is denied vacation time during an employment year.

**Section 2.** In the discharge or layoff of an employee, the pro-rata vacation pay up to a thirty (30) day maximum as per Section 1 shall be included in his final wage adjustment.

### **ARTICLE 9 – LEAVE OF ABSENCE**

**Section 1.** Request for leave of absence must be made to the Employer in writing and each case will be decided on its merits, subject to appeal except for those leaves that are provided by law.

**Section 2.** An employee, who while on leave of absence, engages in other employment, or fails to report for work, or fails to ask for a renewal of his leave on or before the expiration of his leave, will be considered as having quit without notice and shall cease to be an employee of the Employer. Exceptions to this clause may be made by mutual agreement in writing between the Employer and the Union.

### **ARTICLE 10 – HOURS OF WORK**

**Section 1.** The regular hours of work shall not exceed eight (8) hours in any one day to be worked within nine (9) consecutive hours between 7:00 a.m. and 6:00 p.m., nor more than forty (40) hours in any one week. All time worked in excess of regular working hours, Saturday, Sunday, or holidays shall be paid for at one and one-half times (1 ½) the actual rate. No overtime shall be worked without the Employer's expressed authorization.

**Section 2.** Employees shall not be laid off to equalize time worked in excess of their regular work schedule.

**Section 3.** The lunch period shall be at least one-half (1/2) hour. 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 4.** Employees ordered to report and then not put to work shall receive at least four (4) hours' stand-by pay.

### **ARTICLE 11 – MEDIATION**

If a dispute arises as to the interpretation or application of any provision of this Agreement the duly accredited representatives of each party shall meet immediately to attempt to resolve the dispute. Should these representatives fail to agree within fifteen (15) days, the dispute shall be referred to a committee made up of one (1) person selected by the Employer and one (1) person selected by the Union. Should the two committee members be unable to agree on a third member they shall request the Federal Mediation and Conciliation Service to furnish a list of qualified arbitrators from which the third member shall be chosen. Any ruling of the Arbitration Board thus formed will be final and binding upon both parties. Expenses incurred by said Arbitration Board will be paid by both parties.

### **ARTICLE 12 – PART-TIME AND TEMPORARY EMPLOYEES**

In the event that part-time or temporary employees are needed to complement the regular work force, the Employer and the Union agree to meet to negotiate the wages and benefits of such employee.

### **ARTICLE 13 – COMPENSATION**

**Section 1.** Employer agrees to pay its employees not less than, and the Union agrees that its members, employees of the Employer, will accept, the wage scales and fringe benefits for the various classifications set forth in Appendix A; however, that nothing contained here in this agreement shall prevent the Employer from paying more than indicated in the wage Appendix.

**Section 2.** The Employer agrees to pay for each employee who works eighty (80) hours or more in the preceding month eighty-six dollars and fifty cents (\$86.50) per month to provide Early Retirees Subsidized Health & Welfare Benefits as enjoyed by the Construction Member Division of IBEW Local 76. It is understood that this benefit is contingent upon the Trustees of the Health & Welfare Trust of S.W. Washington approving participation in the Early Retirees Subsidized Health & Welfare Plan. Any increase to the cost of providing this benefit during the term of this agreement shall be paid by the employee.

**Section 3.** The Employer shall pay the full cost of the medical premium for full family medical, dental and vision coverage.

**Section 4.** Effective May 1, 2018, the Employer shall pay into the Western States Office and Professional Employees Pension Fund a minimum of four dollars and twelve cents (\$2.29 hourly contribution plus \$1.83 per hour for the required 80% Supplemental Contribution defined by the Fund's Rehabilitation Plan). Payments shall be made by the 15th of the following month.

Additionally, the Employer agrees to and shall be bound by all terms, conditions, and provisions of the Trust Agreement and any changes, additions, amendments or modification thereto which are made by the authorized Trustees of the Western States Office and Professional Employees Pension Fund.

**Section 5.** Effective May 1, 2018, the Employer agree to pay into the I.B.E.W. #76 Retirement Fund the amount equal to 3% of the employees gross wages.

Effective May 1, 2011, employees may continue to divert from wages, an hourly amount for each compensable hour to provide retirement benefits pursuant to provisions of the IBEW Retirement Fund. Such amounts may be adjusted yearly on the anniversary date of the labor agreement.

**Section 6.** Upon failure of the Employer to make any of the payments required by this Agreement, the Union may, ten (10) days after receipt of written notification to the Employer of failure of such payments, undertake economic action against such defaulting Employer to enforce prompt payment, and such action shall not be deemed to be in violation of this Agreement or any of the provisions thereof.

**Section 7.** Employees required to use their own automobile for Employer's business shall be reimbursed for such use at the IRS mileage rate.

#### **ARTICLE 14**

In the event laws are passed by the State or Nation which conflict with the provisions of this Agreement relating to hours or wages, the provisions of this Agreement which are in conflict therewith may be re-opened for negotiations without affecting the remaining portions of this Agreement.

#### **ARTICLE 15 – MANAGEMENT RIGHTS**

All rights, powers and authority the Employer possesses relative to the operation of the Employer's business shall be retained except as expressly deleted, abridged and/or modified by this Agreement.

Due to the nature of the Employer's business it is imperative employees are fully cognizant of their responsibilities and obligations. Therefore, in the exercise of those rights, powers and authority as possessed by management, the Union understands and agrees that employee insubordination, refusal and/or reluctance to comply with the Employer's directives (written, oral and/or implied) is subject to such disciplinary action as the Employer deems appropriate.

Substantiated dismissal of an employee, for just cause, is not subject to the grievance procedure as outlined in this Agreement.

#### **ARTICLE 16 – INCLEMENT WEATHER**

The Employer will follow the Tacoma School District delay or closure schedule due to bad weather for the purposes of employees reporting to work.



**ARTICLE 17 – TERM OF AGREEMENT**

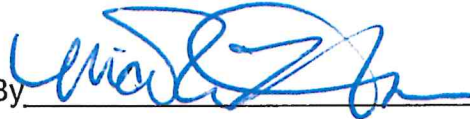
Except as otherwise provided herein, this Agreement shall take effect May 1, 2018, and shall remain in effect through April 30, 2022, and shall continue in effect from year to year thereafter unless either party gives notice in writing, at least sixty (60) calendar days prior to any expiration or modification date of its desire to terminate or modify such Agreement.


Amendments to this Agreement can be made at any time by written mutual consent by the parties hereto.

Signed this 6<sup>th</sup> day of May 2019.

**FOR THE EMPLOYER:**

**Southwest Washington Electrical J.A.T.C.**

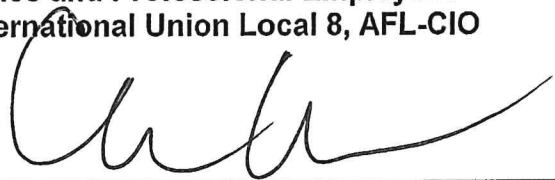
By 


By 

By \_\_\_\_\_

**FOR THE UNION:**

**Office and Professional Employees  
International Union Local 8, AFL-CIO**

By   
Leslie Liddle  
Union Representative

By   
Suzanne Mode  
Business Manager

**APPENDIX “A”**

Employees (other than temporary) may at their option and with consent of the Union diversify any part of their total wage package into the following:

**IBEW 76 – RETIREMENT FUND** – Variable 401k Employee Contribution

**PAYROLL DEDUCTION** – As mutually agreeable.

**DUES CHECKOFF** – As agreed between Employee/Union.

The above is allowable with the understanding that employee’s hourly wage package remains unchanged.

**Temporary Employee** – One who is hired to work on an intermittent basis or as an interim replacement on a work schedule, which does not extend beyond 90 days. The temporary shall receive the minimum of a regular employee’s base wage. The temporary shall not be required to join the Union but shall work on a work permit.

**Part-Time Employees** – Part-time employees shall work a regular schedule and shall receive all benefits which are granted full-time employees but on a pro-rated basis. Health and welfare benefits will be provided per Article 13, Section 2.

**WAGE RATES – 5/01/18**

Starting Rate	\$ 17.00
1 Year	\$ 19.00
2 Years	\$ 22.00

- Effective May 1, 2019 – three percent (3%) increase to the employee’s current hourly rate of pay.
- Effective May 1, 2020 – three percent (3%) increase to the employee’s current hourly rate of pay.
- Effective May 1, 2021 – three percent (3%) increase to the employee’s current hourly rate of pay.

All additional increases to the base wage will be based on performance, as evaluated by the Employer. Nothing shall preclude the Employer from paying above the contractual rate of pay.

Temporary employee will be paid at Starting Rate of pay.

Effective upon ratification, Kathy Damrau will be paid an hourly rate of \$28.50 and will receive all annual across the board increases above.