



Office and Professional Employees International Union
2900 Eastlake Avenue E. #220 • Seattle, WA 98102 • (206) 441-8880 • 1-800-600-2433

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 574

AND

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

FOR THE PERIOD OF

NOVEMBER 1, 2019 THROUGH OCTOBER 31, 2022

COLLECTIVE BARGAINING AGREEMENT
OPEIU LOCAL 8 – I.B.E.W. LOCAL 574

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COLLECTIVE BARGAINING AGREEMENT

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 574

THIS AGREEMENT is made by and between INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 574, hereinafter referred to as the Employer, and the OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 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 employee(s) concerned a living wage and fair and reasonable condition of employment, and to provide methods for fair and peaceful adjustment of all disputes which may arise between them.

NOW THEREFORE, be it mutually agreed to as follows:

ARTICLE 1 – UNION RECOGNITION

Section 1.1 The Employer agrees to recognize the Union as the sole collective bargaining agent for all office, clerical, technical and professional employees.

Section 1.2 This Agreement shall not apply to any elected or appointed officers of the Employer whose duties, in accordance with its Constitution and Bylaws require clerical work.

Section 1.3 The Employer agrees that volunteers will be utilized only when mutually agreed between the Union and the Employer. Volunteers will not be used for the purpose of eliminating positions or hours held by bargaining unit members or in lieu of having additional regular employees of the bargaining unit.

Section 1.4 All correspondence of any type sent out of any office under this agreement shall bear the Union Label of the Office and Professional Employees International Union Local 8.

ARTICLE 2 – UNION SECURITY

Section 2.1 The Employer agrees to retain in employment persons performing duties of an office or administrative nature, only those persons who maintain membership in continuous good standing with the Union. Nothing herein contained shall be construed as requiring the Union to accept into membership any undesirable person.

Section 2.2 The Employer agrees that all present office or administrative employees shall join the Union within thirty (30) days and that all subsequent employees shall join within thirty (30) days of date of employment.

Section 2.3 The Employer agrees to secure all new office or administrative employees from and through the Union. If the Union is unable to furnish competent help within forty-eight (48) hours of request for help, the Employer may hire a person of his own choosing.

ARTICLE 3 – STATUS QUO

No employee shall suffer any loss in wages, hours, conditions, privileges, and/or benefits by adoption of this Agreement.

ARTICLE 4 – PAY SCHEDULE

Section 4.1 All wages scheduled below are basic hourly minimum wages and nothing in this Agreement shall be construed to prevent the Employer from paying more than the below mentioned rates:

	Effective 11/01/2019	Effective 11/01/2020
Regular Employees (full-time or part-time)		
0 – 1 year	\$17.07	\$20.00
1 – 2 years	\$19.35	\$22.52
2 – 3 years	\$21.82	\$25.23
3 – 4 years	\$23.91	\$27.53
Thereafter	\$30.00	
Temporary Employee	\$17.07	\$20.00

Temporary Employees are employees who work on a temporary basis for up to a 90-day period to cover peak workloads or leaves of absence. Temporary pay is inclusive of all benefits.

Section 4.2 The Employer agrees that pay periods be the 15th and last day of each month.

Section 4.3 The Employer shall provide and pay full cost of State Industrial Insurance coverage for all employees.

Section 4.4 November 1, 2021, all current employees hourly rate and the above wage schedule will receive the same increase percentage as the shipyard workers each year of the contract. These increases are based on the Federal Wage System Scale #AC-0143R – Seattle-Everett-Tacoma, Washington Wage Area, provided that such increases shall not be less than two percent (2%).

ARTICLE 5 – WORK SCHEDULE AND OVERTIME

Section 5.1 The regular hours of work shall not exceed eight (8) hours in any one day, to be worked within nine (9) consecutive hours between 7:30 a.m. and 6:00 p.m., nor forty (40) hours in any one (1) week, Monday through Friday inclusive.

Section 5.2 All time worked in excess of eight hours a day or 40 hours in one week, before 7:30 a.m. or after 6:00 p.m., and on Saturday and Sunday shall be paid for at double time. Time off for holidays, sick leave or vacation shall be considered as time worked in computation of overtime pay. The employee may flex their schedule for the purposes of attending night meetings or have the time banked as comp time.

Section 5.3 Employees shall not be laid off to equalize time worked in excess of their regular work schedule.

Section 5.4 The lunch period shall be at least one-half hour, but not more than one hour. Employees will not be required to take their lunch period earlier than three hours after starting work, nor later than three hours before quitting time. The lunch period shall not be compensable.

Section 5.5 Rest periods of fifteen (15) minutes each shall be allowed morning and afternoon.

Section 5.6 Employees ordered to report to work shall receive at least two (2) hours of work.

ARTICLE 6 – HOLIDAYS

Article 6.1 The following days shall be considered holidays without loss of pay:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

and/or holidays observed by the Puget Sound Naval Shipyard; as well as a day, if any, which hereinafter be proclaimed as holiday by the President of the United States.

Section 6.2 All work performed on any of the above enumerated holidays shall be compensated for at the full eight (8) hours working day at twice the regular rate of pay.

Section 6.3 When a holiday falls on a Saturday or Sunday, either the preceding Friday or the following Monday is to be considered a holiday. The Employer will determine which day is to be considered the day off for holiday purposes.

ARTICLE 7 – VACATIONS

Section 7.1 An employee's request for leave will be granted subject to workload.

Section 7.2 All full-time employees shall be allowed vacation with pay based upon length of full-time continuous service computed from individual employment anniversary dates in accordance with the following schedule:

- (a) One to three years – Five (5) Hours per pay period
- (b) Three to five years – Seven (7) Hours per pay period
- (c) Fifteen or more years – Nine (9) Hours per pay period

Vacation hours to be accrued each year will be added to (frontloaded) to the employee's vacation balance on January 1 of each year.

Section 7.3 When a holiday falls within an employee's vacation period an additional day shall be granted.

Section 7.4 Seniority shall apply in the choice of vacation time, but shall be worked out to the mutual agreement of Employer and employees.

Section 7.5 Upon termination, an employee shall receive prorated vacation pay accumulated on the above basis minus any unused frontloaded hours for that year.

Section 7.6 No more than 240 hours of annual leave per calendar year (ending on the 4th of January each year) can be carried over to the following year. All leave accrued in a calendar year after 240 hours shall be declared as "Use or Lose" leave. In the event of extenuating circumstances, the carryover of greater than 240 hours of annual leave may be granted on a case by case basis by the Business Manager.

ARTICLE 8 – SICK LEAVE, BEREAVEMENT LEAVE, JURY DUTY, AND OTHER LEAVES OF ABSENCE

Section 8.1 ELIGIBILITY. All employees shall be eligible for benefits under this Article.

Section 8.2 Sick leave without loss of pay shall be accumulated at the rate of four (4) hours per pay period and shall be accrued for the duration of employment. Sick leave shall continue to accrue during periods of illness, vacation, etc. Sick leave shall be approved by the Employer for the following purposes:

- (1) to cover 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; or an employee's need for preventive medical care;
- (2) to allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care;
- (3) when the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has

been closed for such a reason;

(4) to cover an absence that qualifies for leave under the domestic violence leave act, chapter 49.76 RCW;

(5) Dental and Optical examination and/or treatment of the employee, spouse/partner and dependent children.

Family member” is defined as a child or parent (including biological, adopted, foster, step or legal guardian), a spouse, domestic partner as defined by Washington State law, spouse’s/partner’s parent, grandparent, grandchild or sibling. Employees who must be absent shall promptly notify the Employer of their inability to report for work so that necessary adjustments in work assignments can be made to assure orderly continuity of the Employer’s business. If the illness/injury exceeds five (5) working days or if abuse of sick leave is suspected, the Employer reserves the right to require a doctor’s note or other comparable satisfactory proof of the employee’s incapacity to work.

Any private information contained in the verification will be treated by the Employer in a confidential manner consistent with applicable federal, state and local privacy laws. Employer-requested verification may not result in an unreasonable burden or expense to the employee. If the need for paid sick leave is foreseeable, an employee will give the Employer as much advance notice as possible depending on the circumstances. If the need for paid sick leave is unforeseeable, the employee must give notice to the Employer as soon as practicable.

Section 8.3 Bereavement leave without loss of pay shall be granted to a maximum of four (4) work-days for each death in the employee's immediate family as defined in Section 8.2 and to a maximum of one day for each death of other members of the employee's family. Bereavement leave shall not be charged against accrued sick leave.

Section 8.4 The Employer agrees to pay the employee the employee's wages during the period that the employee is serving as a juror for up to a total of five (5) days.

Section 8.5 The Employer shall grant leave(s) of absence without pay for a reasonable length of time upon the request of any employee with justifiable grounds. The request shall be in writing and submitted to the Employer one (1) full work-day prior to the absence.

Section 8.6 It is the responsibility of the employee(s) to notify the Business Manager and request sick leave within the first two (2) hours of the first day of absence. In the event the Business Manager is not available, the Vice President is to be notified; if the Vice President cannot be contacted, the Recording Secretary shall be contacted. If contact is not made within the prescribed time frames the employee will be carried in a leave without pay status absent reasonable justification.

Section 8.7 In the event of the full-time employee's absence, the Business Manager or his alternates may call in the relief employee after the third day or sooner if the work load necessitates it.

Section 8.8 WASHINGTON PAID FAMILY & MEDICAL LEAVE. Employees shall be granted

up to twelve (12) weeks of paid family leave to care and bond within twelve (12) months of the birth, adoption or placement of a child younger than eighteen (18) years of age, and to care for oneself, a dependent, spouse, domestic partner or parent with a serious illness or injury. An additional two (2) weeks of leave will be available when the leave is a result of pregnancy complications. Employees are eligible for up to sixteen (16) weeks of leave when family and medical leave are used in combination. For example, an expecting mother could use eight (8) weeks of medical leave for bed rest. The mother could then use an additional eight (8) weeks of family leave after giving birth to care and bond with the new child. Health and welfare benefits shall remain in full force and affect during such leave but employees shall not accrue vacation or sick leave while out on unpaid leave.

Employees shall receive compensation while out on this leave from the Washington State Employment Security Department. The Employer shall pay the full premium amount for each bargaining unit employee. An employee may choose to use their accrued sick leave or vacation leave to supplement the state's compensation when taking Washington Paid Family & Medical Leave. Upon return to work, the employee will be reinstated to their previous position, shift and schedule.

Section 8.9 All other leaves of absence will be in accordance with applicable federal or state law.

ARTICLE 9 – HEALTH AND WELFARE BENEFITS

Section 9.1 If employee is not otherwise covered, the Employer shall provide and pay the full cost of a dental plan for full-time employee and their family. The dental plan shall be Washington Teamsters Welfare Trust, Plan C.

Section 9.2 If employee is not otherwise covered, the Employer shall provide and pay the full cost of a medical plan through Blue Cross or a mutually agreeable comparable plan for the full-time employee and one (1) dependent.

Section 9.3 If an employee is covered, the Employer shall contribute fifty dollars (\$50.00) toward the employees healthcare premiums.

Any regular part-time employee working 70 hours or more per month shall be eligible for medical plan and dental for employee only.

Section 9.4 The Employer shall pay into the Western States Office and Professional Employees Pension Fund, five dollars and forty cents (\$5.40) (\$3.00 hourly contribution plus \$2.40 per hour for the required 80% Supplemental Contribution as defined by the Fund's Rehabilitation Plan) per compensable hour for each bargaining unit employee for the purpose of providing retirement benefits for eligible employees.

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 modifications thereto which are made by the authorized Trustees of the Western States Office and Professional Employees Pension Fund.

ARTICLE 10 – SENIORITY

Section 10.1 New employees shall be on probation for 30 calendar days from the date of hiring.

Section 10.2 During the 30-day probationary period, such employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. Such employees may be terminated during this 30-day period without any recourse whatsoever. After completion of the 30-day probationary period, seniority shall be effective as of the original date of employment.

Section 10.3 Seniority shall mean length of continuous service with the Employer and shall be cumulative on an office-wide basis.

Section 10.4 Seniority shall be observed in promotions, layoffs, rehires and all other pertinent things.

ARTICLE 11 – NOTICE OF TERMINATION

Section 11.1 No employee shall be discharged except for just cause. Employees shall be given two (2) weeks' notice or two weeks' pay in lieu of such notice. Regular employees who desire to voluntarily terminate their employment shall give the Employer two (2) weeks' notice prior to the termination date selected and, if requested by the Employer, shall, during the period of notice, assist with the training of replacement. Failure on the part of an employee to give the required notice and/or failure on the part of the employee to fully assist in the training of the replacement employee shall result in the forfeiture of accrued vacation pay. No employee shall be given notice of discharge while on paid sick leave or vacation.

Section 11.2 Employees discharged by the Employer shall, upon written request made within ten (10) days of notice of discharge, be given a written statement of the reason(s) for discharge within five (5) working days from the date of receipt of the request.

Section 11.3 The Employer shall use a uniform system of formal reprimands, written warning notices, and suspension for poor work performance. Employees shall receive notice of any reprimand within fifteen (15) days of act or occurrence. Employees shall be given an opportunity to read and sign all letters of warning and performance evaluations before placement in employee personnel files. Upon written request by an employee, copies of such notices shall be given to the employee within three working days of the date of the request. The employee may be required by the Employer to sign such material, acknowledging receipt thereof. The employee's signature, however, shall not be construed as an admission of guilt or concurrence, but rather shall be an indication that the employee has seen and comprehends the gravity of disciplinary action taken or the substance of performance evaluations. If requested by the employee, the Union shall be notified of all warning letters.

Section 11.4 Employees shall have the right to have their Union Representative or Shop Steward present at all disciplinary meetings, formal or informal. It is the employee's responsibility to request the presence of a Union Representative or Shop Steward.

ARTICLE 12 – GRIEVANCE PROCEDURE

Section 12.1 Grievances are defined as disputes arising between the Employer and the employees or between the Employer and the Union with respect to the interpretation or application of the terms of this Agreement. Disputes shall be settled according to the following procedures:

Step 1. Employee grievances shall be taken up with the employee's immediate supervisor by the employee and/or a Shop Steward within fifteen (15) days after the act or occurrence or within fifteen (15) days of the time when the employee knew or should reasonably have known of the act or occurrence whichever is later.

Step 2. Disputes not settled in Step 1 shall be reduced to writing and referred to the Union Representative of the Union and the representative designated by the Employer within five (5) days from the date the grievance was taken up with the immediate supervisor. The Union and Employer representatives shall utilize conciliatory methods as may be mutually agreed upon between the parties to attempt to resolve the dispute. If the dispute is not resolved within five (5) days, the grievance will be referred to Step 3.

Step 3. The party desiring arbitration shall within five (5) days after the five (5) day period provided to resolve the grievance at the Step 2 level, notify in writing the other that it desires arbitration of the unresolved grievance. If the Union and the Employer are unable to agree upon an arbitrator, request shall be made to the U.S. Mediation and Conciliation Service to name a panel of not less than five (5) impartial persons, from which the parties shall select an arbitrator by the process of elimination, each in turn striking a name from the panel until but one (1) remains. The arbitrator shall not have the right or power to change any term of this Agreement or to impose upon the Employer any obligation not expressly assumed hereunder nor shall such arbitrator have the right to deprive the Employer of any expressed or implied right reserved to it herein. In each case submitted for arbitration, the arbitrator must make findings setting forth the reasons for the decision. The decision of the arbitrator shall be final and binding on the parties to this Agreement. The parties shall bear the cost of any such arbitration equally between them.

Section 12.2 Grievances not processed within the time limits set forth herein shall be deemed waived. The parties may, by mutual agreement, in writing, extend the time limits.

ARTICLE 13 – 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 decree, such decision shall not invalidate the entire Agreement, it being the expressed intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE 14 – STEWARDS

Section 14.1 The Employer recognizes the right of the Union to designate a Steward. The Employer will agree to such reasonable arrangements as will be necessary for the Steward to

promptly and expeditiously carry out his/her duties. The Steward shall not be recognized by the Employer until the Union has notified the Employer in writing of the selection of a Steward.

Section 14.2 The parties acknowledge the general proposition that the Shop Steward shall be allowed reasonable periods of time to transact union business during working hours (including investigations of grievances). Reasonable periods of time shall be fifteen (15) minutes, unless otherwise approved by management.

ARTICLE 15 – UNION VISITS

A Union Representative of the Union shall have the privilege of conferring privately with an employee during working hours (period not to exceed fifteen (15) minutes to investigate working conditions in the office and to ascertain whether the provisions of the Agreement are being complied with.

ARTICLE 16 – AUTOMATION

In cases where positions are abolished because of automation or system changes, all possible consideration will be given to 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. Cost of such training shall be at the Employer's expense.

ARTICLE 17 – EQUAL EMPLOYMENT OPPORTUNITY

Section 17.1 The Employer reaffirms its commitment to a policy of equal employment opportunity for all of its employees and employee applicants consistent with its obligation under federal, state and local law. In all matters affecting employment and application for employment, the Employer actively seeks to assure everyone equal treatment regardless of that person's age, sex, marital status, or physical handicap, which does not interfere with the ability to perform the requirements of a position, with particular regard to the terms and conditions of employment, including administration of rates of compensation, access to training and qualifying curriculum, and opportunities for advancement.

Section 17.2 The Union and the Employer agree that in no way does this statement override the Union's security clause of this Agreement.

ARTICLE 18 – PARKING

The Employer agrees to provide parking for bargaining unit employees at no cost for the life of this Agreement.

ARTICLE 19 – TRAVEL PAY -- PER DIEM

The Employer agrees that, in the event any employee is required to use his/her privately owned vehicle on official business for the Employer, the employee will be compensated at the rate established by U.S. Internal Revenue Service for each mile driven or fraction thereof. Proof of said use will be provided to the Employer prior to payment.

ARTICLE 20 – PICKET LINES

Section 20.1 It shall not be considered a violation of this Agreement for an employee to refuse to pass a bona fide picket line established by any union.

Section 20.2 It shall not be considered a violation of this Agreement for an employee to refuse to perform work detoured to the office from a firm that has been placed on the Unfair List of any labor organization.

ARTICLE 21 – LOCK-OUTS

There shall be no lockouts by the Employer during the term of this Agreement.

ARTICLE 22 – EMPLOYEE DEFINITIONS

REGULAR EMPLOYEE - Defined as employees working eighty (80) or more hours a month. Regular employees receive all benefits of the Agreement based on 2,080 work hours per year.

REGULAR PART-TIME EMPLOYEE - Defined as any employee scheduled to work less than 40 hours a week. Regular part-time employees receive all benefits of the Agreement pro-rated to the actual number of hours worked.

TEMPORARY EMPLOYEES - Temporary employees are casual employees, either full or part-time, employed on a temporary basis of less than ninety days. These employees shall receive rate of pay as scheduled in Article IV, Section 1; rate of pay inclusive of all benefits except Western States Office and Professional Employees Pension Fund. Temporary employees shall not have to join the Union, but shall pay a permit fee equivalent to Union dues for each month worked.

ARTICLE 23 – SUCCESSORS

In the event the Employer shall, by merger, consolidation, or by any other means enter into an agreement with another Local, International, or individual which, in whole or in part, affects the existing appropriate collective bargaining unit, then such successor 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 group with which it seeks to make such an agreement as aforementioned.


ARTICLE 24 – TERMINATION AND RENEWAL

This Agreement shall become effective November 1, 2019 and shall remain in effect until October 31, 2022 and thereafter from year to year unless changed by mutual consent or unless reopened by written notice by either party to the other at least sixty (60) days prior to November 1, 2022 the termination day, or a subsequent annual termination date.

EXECUTED AT BREMERTON, WASHINGTON, the day and year first above written.

FOR THE EMPLOYER:

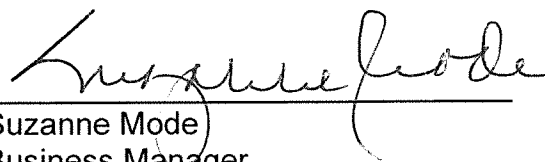
**INTERNATIONAL BROTHERHOOD
ELECTRICAL WORKERS, LOCAL 574**

By  _____
Jeff Johnsen
President

FOR THE UNION:

**OFFICE & PROFESSIONAL
EMPLOYEES INTERNATIONAL UNION
LOCAL 8, AFL-CIO**

By  _____
Leslie Liddle
Union Representative

By  _____
Suzanne Mode
Business Manager