



Office and Professional Employees International Union  
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**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**PLUMBERS AND STEAMFITTERS LOCAL 26 OF WESTERN WASHINGTON**

**AND**

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

**FOR THE PERIOD OF**

**APRIL 1, 2021 THROUGH MARCH 31, 2024**

COLLECTIVE BARGAINING AGREEMENT  
OPEIU LOCAL 8 - PLUMBERS AND STEAMFITTERS LOCAL  
26 OF WESTERN WASHINGTON

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# **COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**PLUMBERS AND STEAMFITTERS LOCAL 26 OF WESTERN WASHINGTON**

**AND**

**OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL NO. 8**

THIS AGREEMENT is made and entered into by and between PLUMBERS AND STEAMFITTERS LOCAL 26 OF WESTERN WASHINGTON, hereinafter referred to as the EMPLOYER, and OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL NO. 8, AFL-CIO, hereinafter referred to as the UNION, for the purpose of fixing the minimum wage scale, schedule of hours, and general rules and regulations between the EMPLOYER and the UNION, and to clearly define mutual obligations between the parties hereto.

## **PREAMBLE**

WHEREAS, the parties hereto desire to cooperate in establishing conditions which will tend to secure to the employees concerned a living wage and fair and reasonable conditions of employment, and to provide methods for fair and peaceful adjustment of all disputes which may arise between them, so as to secure uninterrupted operation of the office involved.

NOW THEREFORE, be it mutually agreed to as follows:

## **ARTICLE 1**

### **RECOGNITION OF THE UNION**

**Section 1.1** The Employer agrees to recognize 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, clerical, technical and professional employees that are hired after ratification of this Agreement, former UA Local 265 employees, and former UA Local 631 employees now employed by UA Local 26 (aka "Plumbers and Steamfitters Local 26 of Western WA").

**Section 1.2** This Agreement shall not apply to any elected officers or appointed agents of the Employer whose duties, in accordance with its Constitution and By-Laws, as necessary to perform the work of the United Association.

**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 UNION LABEL** All correspondence 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 letters written by the Business Agents and/or Executive officers of the Employer need not bear this label.

## ARTICLE 2

### UNION SECURITY

**Section 2.1** The Employer agrees that all employees covered under this Agreement shall, as a condition of employment, thirty (30) days from the effective date of this Agreement, become and remain members of the Union in good standing.

**Section 2.2** The Employer further agrees that all new employees hired subsequent to the effective date of this Agreement shall, as a condition of employment, thirty (30) days from the date of employment become and remain members of the Union in good standing.

**Section 2.3** The Union Representative shall be allowed admission to the Employer's premises covered by this Agreement at any reasonable time, for the purpose of investigating conditions relating to this Agreement, and the Union Representative will first make his presence known to the Employer.

**Section 2.4** The Employer shall recognize the Shop Steward, who shows authority from the Union as a duly accredited Union representative who, upon notifying his or her designated supervisor or officer, may investigate all complaints.

## ARTICLE 3

### HIRING AND TERMINATION

**Section 3.1** In employing new workers or replacing workers, the Employer must place an order with the Union stating what the work will consist of, so the Union will be able to furnish the most competent help available.

**Section 3.2** It is agreed that the Employer will pay charges incident to the hiring of employees which are incurred due to the requirement of the Employer as follows: Medical examinations, bonding. The Employer agrees not to use employment agencies where fees are required.

**Section 3.3** It is further agreed that the Employer has the final choice as to whom is hired and shall notify the Union within seventy-two (72) hours of hire of a new employee, Saturday, Sunday and holidays excepted. The Employer shall notify the Union in writing within seventy-two (72) hours after a new employee is put to work, giving the name, address, social security number, classification, rate of pay and the date the employee was put to work.

**Section 3.4** 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 3.5** No employee shall be disciplined or discharged except for just cause. Upon termination, an employee, upon request, shall receive written notice from the Employer or their agents stating the true cause of termination.

**Section 3.5(a)** The Employer shall use a uniform system of formal reprimands, written warning notices, and suspension for poor work performance. Employees shall be given an opportunity to read and sign all letters of warning and performance evaluations before placement in employee personnel files. Copies of such notices shall be given to the employee upon 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. The Union shall be notified of all warning letters.

**Section 3.6** Termination notice or pay in lieu thereof shall be as follows:

Six months to one year . . . . . one week's notice or one week's pay  
One year or more . . . . . two weeks' notice or two weeks' pay

Employees must give same notice on terminating or forfeit accrued vacation pay not to exceed two weeks. When there is a change in administration, the office employees must work at least two weeks for the new administration, if asked, or forfeit their benefits. There is no compensation if terminated for just cause.

**Section 3.7** In offices employing more than one employee, notice of all job vacancies for jobs shall be distributed electronically to all employees and posted on all bulletin boards of the Employer. This notice will remain on the bulletin board for three (3) working days and shall include job title, labor grade, and brief description of job duties, including minimum qualifications and necessary skills. Only those employees who make application during the three (3) day period will be considered for the job.

**Section 3.8** Promotions shall be made on the basis of seniority and qualifications. In the event two or more employees have the same relative qualifications, the employee with the greatest seniority shall be selected. An employee promoted to a higher position shall, at the minimum, be placed at the same increment step in the new position as that held by the employee in his or her former position and shall receive such pay rate immediately. All employees so promoted shall be placed on the higher rated job for a probationary period of thirty (30) days. In the event the employee does not successfully pass the probationary period, such employee shall be given his or her former position without any loss of seniority or pay. Promotions to office manager and supervisor classifications shall be at the Employer's discretion and exempt from the seniority provisions of this Section.

**Section 3.9** In the event a new job is created during the term of this agreement, the parties will immediately negotiate the appropriate title and wage for such position.

**Section 3.10** The Employer shall notify the Union in writing prior to implementing an employee layoff or reduction in hours. The Employer will complete "Exhibit A – Employment Status Report" of the contract and forward it to the Union as the required written notification.

Prior to implementing a layoff, the Employer will discuss the matter with the Union to explain the situation and explore possible alternatives to layoff.

In the event of a layoff, the laid off employee(s) shall receive a letter of reference and a severance to be negotiated between the Union and the Employer.

**Section 3.11** Promotion to Office Manager shall be at the Employer's discretion and exempt from the seniority provision of this Article; however, the appointee shall continue to retain all seniority rights outlined in Article 4.

## ARTICLE 4

### SENIORITY

**Section 4.1** Seniority shall be calculated from the last date of hire. Where ability is equal, seniority shall be observed in layoffs, furloughs, rehires, transfers, vacation preference, shift changes, and promotions. Seniority, when laid off, shall continue for a period of twelve (12) months. For rehire, the employee must contact the Employer's office, once a month, making themselves available for work.

The Employer agrees that a furlough shall be for no more than thirty (30) calendar days.

**Section 4.2** An employee shall lose his or her seniority rights for any one of the following reasons: Voluntary termination, discharge for cause, failure to report from layoff within five (5) working days after notification to report back to work. Notice shall be sent by registered mail, return receipt requested, to the employee's last known address.

**Section 4.3** The Employer, upon rehiring, shall do so in the inverse order of seniority. The Employer shall rehire the last employee laid off; providing, however, that such employee has the qualifications for the position. Under no circumstances shall the Employer hire from the open market while employees on the recall list, qualified to perform the duties of the position, are ready, willing and able to be re-employed. The last employee laid off from a job will be the first recalled to that job.

## ARTICLE 5

### HOLIDAYS

**Section 5.1** The following days shall be designated as legal holidays and shall be granted with no deduction in salary:

New Year's Day	Day After Thanksgiving
Memorial Day	Last Working Day Before Christmas*
Independence Day	Christmas Day
Labor Day	Three (3) Employee Choice Holidays
Thanksgiving Day	

and such other holidays observed by the offices of the Employer.

\*The holiday entitled "Last Working Day Before Christmas" may be scheduled any day during the five (5) work days before or after Christmas, by mutual agreement of the Employer and employee, on a rotational basis by seniority, so that one employee will remain to staff each office on the last working day before Christmas.

**Section 5.2** Employees required to report for work on a holiday recognized in this Agreement shall receive a minimum of seven (7) hours pay in addition to overtime pay.

**Section 5.3** If any of the aforementioned holidays fall on Saturday, the holiday will be the preceding Friday. If the holiday falls on Sunday, the following Monday shall be considered the holiday.

**Section 5.4** In the event a holiday honored under this Agreement falls during an employee's vacation, such employee shall receive an additional day's vacation or pay in lieu thereof.

**Section 5.5** A regular part-time employee shall be paid for a holiday at the regular scale if the holiday falls within the time regularly employed each week or month, and shall receive as holiday pay the amount normally paid.

## ARTICLE 6

### LEAVE

**Section 6.1** Sick leave with pay shall be accrued on the basis of one day (eight (8) hours) for each month of continuous service cumulative to sixty (60) working days (four hundred eighty (480) hours). Such sick leave accrual shall be credited to an employee's Regular Sick Leave Account. Once an employee has accrued sixty (60) working days (four hundred eighty (480) hours) of sick leave credits, each additional day of sick leave accrual shall be credited to the employee's Sick Leave Reserve Account. Sick leave benefits credited to the Reserve Account may only be used after an employee has exhausted all sick leave benefits credited to the Regular Sick Leave Account.

**Section 6.2** 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 preventative 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 preventative medical care;
- 3) when the Employee's place of business has been closed by order of a public official for any health-related reasons, or when an Employee's child's school or place of care has been closed for such a reason;

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- 4) to cover an absence that qualified 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.

Family member is defined as a child or parent (including biological, adopted, foster, step, legal guardian or parentis locus), a spouse, domestic partner as defined by Washington State law, spouse's/partner's parent, grandparent, grandchild or sibling.

**Section 6.3** Upon termination, an employee shall be paid for twenty-five percent (25%) of his or her unused regular sick leave account accumulation to a maximum of sixty (60) days.

**Section 6.4** Any regular employee suffering a death in the immediate family shall be allowed four (4) working days leave from work with pay, at the regular rate. Bereavement leave of one (1) day may be extended to other than immediate family with the approval of the Employer. Member of the immediate family is defined as a child or parent (including biological, adopted, foster, step, legal guardian or parentis locus), a spouse, domestic partner as defined by Washington State Law, son-in-law, daughter-in law, spouse's/partner's parent, grandparent, grandchild or sibling or those of the employee's spouse/domestic partner and their children. Employees will be allowed to supplement bereavement leave with their choice of paid sick leave or vacation leave.

**Section 6.5** Employees shall be granted extended leaves of absence without pay not to exceed one year beyond the accumulation of paid sick leave for valid reasons, such as illness, accident, pregnancy or by mutual agreement between the Employer and the Union. An employee on leave of absence for six (6) months or less shall be returned to his or her former position or a comparable position at the employee's former rate of pay including intervening contractual increases. Such leaves of absence may be extended by the Employer on a monthly basis. The continuous service and seniority status of an employee shall not be affected or interrupted as a result of leaves of absence described in this Article, provided that seniority shall not accrue during such leaves of absence.

**Section 6.6 JURY DUTY PAY** Employees who are regularly employed eighty (80) hours or more per month who are called for jury service shall be excused from work for the days on which they serve, and shall be paid the difference between the fee they receive for such service and the amount of straight-time earnings lost by reason of such service, up to a limit of eight (8) hours per day and forty (40) hours per week; provided, however, an employee called for jury duty who is temporarily excused from attendance at court must report for work if sufficient time remains after such excuse to permit the employee to report to work and work at least one-half ( $\frac{1}{2}$ ) of the normal workday. In order to be eligible for such payments, the employee must furnish a written statement from the appropriate public official showing the date and time served and the amount of jury duty pay received.

**Section 6.7** 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 for the period of time necessary to fill such position. If the leave was granted to accept a full-time position with the Union, reinstatement will be made to a job in his or her former pay grade which he or she is competent to perform, providing an appropriate job opening exists. The employee



shall accumulate and increase his or her seniority during such a leave of absence.

**Section 6.8** 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 to supplement the state's compensation when taking Washington Paid Family & Medical Leave. The Employer shall continue to pay the premium or the employee as set out in Section 11.1 of this agreement. Upon return from leave, the employee shall return to their previous position, shift and schedule.

## ARTICLE 7

### **REGULAR AND PART-TIME EMPLOYEES**

**Section 7.1 REGULAR FULL-TIME EMPLOYEE** A regular employee is an employee who has been in the employ of the Employer full-time for a period of over ninety (90) calendar days and shall be entitled to full benefits under the terms of the Agreement accrued from the date of employment.

**Section 7.2 REGULAR PART-TIME EMPLOYEE** A regular part-time employee is an employee who works less than the regular work day and/or less than a five (5) day workweek and who has been in the employ of the Employer for a period of over ninety (90) calendar days and he or she shall be granted all fringe benefits except Health and Welfare on the same basis as a regular full-time employee prorated to the number of hours worked per month.

**Section 7.3 TEMPORARY EMPLOYEE** Temporary employees are casual employees, either full or part-time, employed on a temporary basis of less than ninety (90) days. Temporary employees shall be paid the maximum rate for their respective classifications and qualify for all observed holidays except Employee Choice Holidays, but shall not be entitled to vacation, sick leave, pension, or health and welfare benefits. Temporary employees shall not have to join the Union, but shall pay a permit fee equivalent to Union dues for each month worked.

## ARTICLE 8

### **AUTOMATION**

**Section 8.1** 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 or software installed as a result of these changes.

**Section 8.2** In the event of proposed technological changes, such as the introduction of data processing equipment, computers or software, any new jobs created by the virtue of the installation of such equipment will be offered to employees within the collective bargaining unit on the basis of seniority and qualifications prior to hiring from outside sources. Bargaining unit employees shall not suffer any loss in hours due to bargaining unit work being performed by anyone outside the bargaining unit unless the Union is notified by the Employer of any reduction in hours as required in Section 3.10 of the Agreement.

**Section 8.3** In the event training programs are necessary for employees to qualify for jobs which are created as a result of automation, the Employer agrees to provide training for the purpose of operating the new equipment or software, at the Employer's expense for those employees 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 8.4** The Employer agrees to reimburse employees including all related fees, for seminars and classes mutually agreed on by the Employer and employee to upgrade their job skills upon proof of successful completion of the class. Employees who attend such training on scheduled work time shall be compensated at their regular rate of pay or the overtime rate if applicable.

**Section 8.5** The Employer agrees to comply with state and federal laws, which regulate working conditions for employees performing bargaining unit work.

## ARTICLE 9

### HOURS OF WORK

**Section 9.1** The regular hours of work shall not exceed eight (8) hours in any one day to be worked between 7:30 a.m. and 5:30 p.m., nor more than forty (40) hours in any one week, Monday thru Friday. All time worked in excess of eight (8) hours in one day, forty (40) hours in any one week and all time worked on Saturday and Sunday and/or after the end of the employees regular shift, shall be paid for at twice the actual rate of said employee's pay. Time off for holidays, sick leave or vacation shall be considered as time worked in computation of overtime pay. A request by the Employer for an employee to work overtime must be made no later than four (4) hours prior to the end of the employee's regular shift.

**Section 9.1(a)** Employees shall not be laid off to equalize time worked in excess of their regular work schedule.

**Section 9.2** An employee ordered to report to work shall receive a minimum of four (4) hour's pay at the regular rate. Employees called back to work shall receive a minimum of three-and-one-half (3½) hour's pay at double the regular rate.

**Section 9.3** An employee who is required to work two (2) hours or more beyond the close of the regular workday or an employee who is released at the close of the regular workday and is instructed to report back to work shall be entitled to \$15 dinner money or in lieu thereof shall be furnished with dinner by the Employer.

**Section 9.4** The established lunch period shall not exceed one hour. In cases of emergency, it may be shortened, but not to less than one-half hour's duration. Lunch periods shall not be compensable unless the employee is required by the Employer to remain on duty on the premises or at a prescribed work area in the interest of the Employer during their lunch period, the lunch period shall be paid as time worked. All lunch hours worked and/or overtime must be authorized by the Employer. Employees will not be required to take their lunch period until at least three hours after starting work, nor later than three hours before quitting time.

**Section 9.5** Daily relief periods of fifteen (15) minutes each shall be allowed morning and afternoon for all employees covered by this Agreement. Relief periods are compensable.

**Section 9.6** In offices employing more than one employee, overtime shall be distributed as equally as practicable among employees qualified to perform the work.

**Section 9.7** If an employee is unable to arrive at work at the usual starting time or must leave early due to inclement weather or circumstances beyond the employee's control, the employee may, at the employee's option, deduct the time used from accrued vacation leave, personal holidays, or make up the time within the following pay period. Time made-up shall not be considered overtime.

## ARTICLE 10

### VACATIONS

**Section 10.1** Vacation with pay shall be granted on the following basis:

<u>Length of Employment</u>	<u>Vacation</u>
Six months	Five days*
One year but less than three years	Ten days
Three years but less than 9 years	Fifteen days
Ten and more years	Fifteen days plus one additional day of vacation for each additional year of service

\* This shall not be construed to mean three weeks of vacation during the first year.

**Section 10.2** Vacations shall be taken at a time mutually agreeable to the Employer and employee. Vacation time earned shall not be cumulative and 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. There shall be no leave of absence without pay until the employee has exhausted all but 16 hours of their vacation benefits per Section 6.5 (Leave of absence without pay). Upon termination, except for just cause, prorated vacation shall be paid.

**Section 10.3** The Employer shall make available the vacation schedule by April 1st of each year.

**Section 10.4** Senior employees shall be given preference in the selection of vacation periods. An employee who splits their vacation may exercise their seniority rights for the initial vacation period; however, subsequent selection shall be made after all employees have made their initial selection.

**Section 10.5** Vacation pay shall be paid in advance of the employee's vacation if requested by the employee. Upon request, an employee may cash out up to one (1) week of accrued vacation each year.

**Section 10.6** Employees will be allowed to carry over fifty percent (50%) of vacation time earned in the current year to the following year. No more than three (3) consecutive weeks of vacation may be taken at one time unless agreed to by the Employer. Upon termination of employment due to retirement, layoff or voluntary termination, total cash out of vacation will be limited to no more than two (2) years of accrued vacation.

## ARTICLE 11

### **HEALTH AND WELFARE**

**Section 11.1** Effective April 1, 2018, the Employer agrees to pay into the jointly administered Puget Sound Benefits Trust Plan A or such other Health and Welfare Plan as may be mutually agreed upon by the Employer and the Union, to provide eligible employees with the following benefits: Medical, Dental with Orthodontia, Vision, Life/Accidental Life and Dismemberment, Short-term Disability.

To be eligible for Employer paid health and welfare coverage, a regular employee must work at least twenty-five (25) hours per week for the Employer. If an employee is not eligible for benefits, the employee shall receive a fifteen percent (15%) wage differential. Such differential will not apply to casual or temporary employees.

**Section 11.2** Employer Trustees on the Health and Welfare program shall be selected from participating Employers. In the event the Trustees certify that an increased contribution rate is necessary to maintain the present benefit schedule or for the Employer to continue participation in said Plan, the Employer agrees to pay up to \$1,750.00 per month per employee for the term of the labor agreement. In the event that the contribution rate exceeds \$1,750.00 per month per employee, the Union and the Employer may negotiate comparable alternative plans and/or cost sharing with the employees. During the negotiations the Employer agrees to pay the cost increases for up to sixty (60) days.

If employees agree to change any terms and conditions of their current medical plan, any resulting adjustments in costs shall be applied to their wages or supplemental pension plans at their request.

**Section 11.3** During the term of the agreement, the Employer shall pay the monthly

contribution rate for each eligible employee for the Puget Sound Benefits Trust Medical Plan A, Dental with Orthodontia, Vision, Life/Accidental Life and Dismemberment, Short-term Disability coverage as provided through the Puget Sound Benefits Trust. The annual deductible is to be paid by the participating employee.

**Section 11.4** The Employer agrees to the terms and conditions of the Agreement and Declaration of Trust under which the Benefits Fund is established and to furnish such records and other information as may be needed by the Trustees.

**Section 11.5** All employees shall be covered under the Washington State Industrial Act.

## ARTICLE 12

### PAYROLL DEDUCTIONS

Payroll deductions shall be allowed if mutually agreed to by the employee and the Employer. Any change in payroll deduction, once started, shall be mutually agreed to by both parties.

## ARTICLE 13

### COMPENSATION

**Section 13.1** Effective April 1, 2021, the salary rates scheduled below shall be the basic minimum hourly rates for all employees covered by this Agreement, and nothing in this Agreement shall be construed to prevent the Employer from paying more than the below-mentioned rates:

GROUP NO.	CLASSIFICATION	0 – 1 YEARS	1 – 3 YEARS	3 – 5 YEARS	5 – 10 YEARS	10 or more YEARS
I.	Office Assistant I	25.49	27.28	29.08	30.91	32.69
II.	Office Assistant II	27.22	29.04	30.82	32.64	34.45
III.	Bookkeeper	31.10	31.60	34.59	36.33	38.06
IV.	Office Manager*					

\* This wage is negotiated between the Employer and the employee and shall not be less than \$1.00 per hour above the pay rate of Group III.

**Section 13.2** Effective each April 1, 2022 and throughout the term of this Agreement, the current hourly rate of pay for each employee in the bargaining unit and all salary rates of the wage schedule shall be increased by one hundred percent (100%) of the rise in the Seattle average for Urban Wage Earners and Clerical Workers ("CPI"), measured from February of the previous year to February of the current year, or three percent (3%), whichever is greater.

**Section 13.3** Employees required to use their own automobile for Employer's business shall be reimbursed for such use at the rate established by the U.S. Internal Revenue Service for each mile driven or fraction thereof.

## ARTICLE 14

### PENSIONS

**Section 14.1** 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 United Association of Local Union Officers and Employees Pension Fund. The Employer shall contribute thirty percent (30%) of each employee's gross wages to the Plan.

**Section 14.2** Effective April 1, 2018, the Employer shall make hourly contributions of three dollars (\$3.00) into the Western Washington UA Supplemental Plan for each bargaining unit employee for all hours worked up to forty (40) hours per week.

## ARTICLE 15

### NON-DISCRIMINATION

**Section 15.1** The Employer agrees not to discriminate against an employee because of the employee's activity as a member of the Office and Professional Employees International Union Local No. 8.

**Section 15.2** Neither the Union nor the Employer, in carrying out their obligations under this Agreement, shall discriminate in matters of hiring, training, promotion, transfer, layoff, discharge or otherwise because of race, color, creed, national origin, sex or age.

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

## ARTICLE 16

### 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 17

### 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. If the Employer, as a result of merger or consolidation has multiple collective bargaining agreements, all involved parties shall meet to discuss the terms and conditions of continued representation.

## ARTICLE 18

### GRIEVANCE PROCEDURE/ARBITRATION

**Section 18.1** Grievances are defined as disputes arising between the Employer and the employee(s) 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 and/or Union Representative within ten (10) calendar 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 Employer representative within ten (10) calendar days from the date the grievance was responded to by 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 at Step 2, the grievance will be referred to Step 3.
- Step 3.** In the event that the Union and the Employer are unable to resolve the dispute in Step 2, either party may refer the dispute to arbitration or, by mutual agreement, request formal mediation through the Federal Mediation and Conciliation Service. Mediators shall be chosen from a list of seven (7) names provided by the Federal Mediation and Conciliation Service with the parties alternately striking a name from the panel until only one (1) name remains. Any fee for the Mediator shall be divided equally between the parties. If either party is not satisfied with the opinion of the Mediator, they may move to binding arbitration within thirty (30) calendar days after the commencement of mediation. A form of expedited arbitration may be used if mutually agreed to by the Union and the Employer. During such proceedings, there shall be no cessation of work.

**Section 18.2** In the event the Employer and the Union cannot agree upon the selection of an arbitrator within fifteen (15) calendar days from the date of referral of the controversy to arbitration, the arbitrator shall be selected in the following manner: the Federal Mediation and Conciliation Service shall be jointly requested by the parties to name a panel of seven (7) arbitrators. The parties shall alternately strike a name from the panel until only one name (1) remains.

**Section 18.3** The arbitrator shall be authorized to rule and issue a decision and award, in writing, on any issue presented for arbitration, including the question of the arbitrability of such issue. The decision and award shall be final and binding upon both parties to this Agreement. The fees of the arbitrator shall be borne one-half (1/2) by the Union and one-half (1/2) by the Employer party to the arbitration.

**Section 18.4** 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. The arbitrator shall be empowered to effect compliance with this provision by requiring the production of documents and other evidence.

**Section 18.5** Employees covered by this Agreement must go through the procedure set forth herein before going to any outside source or their right for arbitration will be forfeited.

**Section 18.6** Grievances not processed within the time limits set forth herein shall be deemed waived. The parties may, by mutual agreement, extend the time limits.

## ARTICLE 19

### **PROTECTION OF RIGHTS**

**Section 19.1** The parties recognize the right of the Employer to manage its business. The parties recognize the right of the Employer to control and supervise all operations and direct all working forces, including the right of select and hire, promote, assign or reassign, discipline for just cause, layoff, and transfer employees, to control and regulate the use of equipment and other property of the Employer including introducing new and improved work methods or equipment, the right to make and amend reasonable rules as it may be necessary to conduct business. The parties agree that the implementation of such rights shall not abridge or contradict the terms of this agreement. Further, the Employer understands and agrees with its obligation under the National Labor Relations Act.

**Section 19.2** It is further understood and agreed that refusal by an 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.

**Section 19.3** It shall not be considered a violation of this Agreement for the employee 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.

## ARTICLE 20

### **TERMINATION AND RENEWAL**

This Agreement shall be in full force and effect until March 31, 2024 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



COLLECTIVE BARGAINING AGREEMENT  
OPEIU LOCAL 8 - PLUMBERS AND STEAMFITTERS LOCAL 26 OF WESTERN WASHINGTON

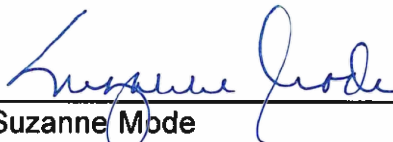
Agreement; provided that, in the event the Union serves written notice in accordance with this Section, any strike or stoppage of work after any expiration or modification date shall not be deemed in violation of any provision of this Agreement, any other provisions to the contrary notwithstanding.

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

**PLUMBERS AND STEAMFITTERS  
LOCAL 26 OF WESTERN WASHINGTON**

By   
Leslie Liddle  
Union Representative

By   
Todd Taylor  
Business Manager

By   
Suzanne Mode  
Business Manager

By Wendy Mooney  
Wendy Mooney  
Bargaining Team

By Marti S. Burdett  
Marti Burdett  
Bargaining Team

By Jo Gilbert  
Jo Gilbert  
Bargaining Team

By Michelle A. Robinson  
Michelle Robinson  
Bargaining Team

EXHIBIT "A"  
EMPLOYMENT STATUS REPORT

Employer: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Employer Contact: \_\_\_\_\_

I. Change in Employment Status:

Reduction in Force

Reduction in Force

Reason(s) for the Reduction: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Effective Date: \_\_\_\_\_

Estimated Duration: \_\_\_\_\_

II. Employee Impact:

Employee Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Job Title/Classification: \_\_\_\_\_

Date of Hire: \_\_\_\_\_ Current Hours Worked Per Week: \_\_\_\_\_

Specific Impact of the Reduction: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Submitted to OPEIU Local 8 on this date: \_\_\_\_\_

By: \_\_\_\_\_