



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

Tentative Agreement

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

WATERFRONT FEDERAL CREDIT UNION

AND

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

FOR THE PERIOD OF

JANUARY 1, 2020²³ THROUGH DECEMBER 31, 2022²⁵

**OPEIU Local 8/ Waterfront Federal Credit Union
Tentative Agreement**

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COLLECTIVE BARGAINING AGREEMENT
WATERFRONT FEDERAL CREDIT UNION

TA on 10/19/22 at 8:00PM

This Agreement is made and entered into at Seattle, Washington, this **1st** day of **January 2023**, by and between Waterfront Federal Credit Union, 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 collective bargaining:

WHEREAS: The Employer and the Union wish to encourage the highest possible degree of friendly cooperative relationship between the parties, and it is the purpose and intent of both the Employer and the Union to maintain such cooperative relationship on a basis of mutual understanding and good will; and

WHEREAS, the parties hereto desire to cooperate in establishing conditions which will tend to secure to the employees concerned a fair wage and dignified 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, in consideration of the promises and mutual agreements contained herein, the Employer on the one hand, and the Union on the other, agree as hereinafter set forth with respect to employees recognized as being represented by the Union, hereinafter referred to as employee(s).

ARTICLE 1

RECOGNITION OF THE UNION

Section 1.1 The Employer recognizes the Union as the sole and exclusive collective bargaining agent with respect to wages, hours and conditions of employment for, and this agreement shall cover, all regular full time and part time employees of Waterfront Federal Credit Union.

Section 1.2 UNIT EXCLUSIONS Excluded from the bargaining unit and not covered by this agreement is the President/CEO.

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 Union members in good standing.

Section 2.2 The Employer further agrees that all new employees hired subsequent to the

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effective date of this Agreement shall, as a condition of employment, thirty (30) days from the date of employment, become and remain a Union member in good standing,

Section 2.3 The Employer shall notify all employees on their first day of employment of their responsibility to contact the Union Office to satisfy their Union obligation.

TA on 10/21/22 at 8:00PM

Section 2.4 DUES INITIATION FEE DEDUCTION The Employer agrees to deduct the monthly dues and initiation fees uniformly required of employees in the collective bargaining unit who voluntarily execute a wage assignment authorization form. Deductions will be transmitted to the Union by check payable to its order on a monthly basis. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of Union dues hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that shall arise against the Employer for or on account of any deductions made from wages of such employee.

The Employer shall supply to the Union monthly a roster of all employees covered by this Agreement which will include, name, date of birth, job title, department, employee identification number, date of hire, rate of pay, FTE status, hours worked, shift, mailing address, work ~~tele~~phone number, personal phone number, work email and personal email. The Employer will also send a list of bargaining unit employees who have terminated during the month, including name, reason for termination and effective date of termination.

Section 2.5 PAC DEDUCTION The Employer agrees to deduct the sum specified from the pay of each member of the bargaining unit who voluntarily executes an OPEIU Local 8 PAC Check-Off Authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. A check payable to OPEIU Local 8 PAC for the amounts deducted and a roster of all bargaining unit employees using payroll deduction for voluntary political action contributions will be transmitted to the Union at the same time the dues are transmitted. Upon issuance and transmission of this check to the Union, the Union holds the Employer harmless from all claims, demands or other forms of liability that may arise against the Employer for or on account of any such deductions.

Section 2.6 HARDSHIP FUND CONTRIBUTION 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 Hardship Fund Contribution Check-Off Authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. A check payable to OPEIU Local 8 Hardship Fund for the amounts deducted and a roster of all bargaining unit employees using payroll deduction for voluntary hardship fund contributions will be transmitted to the Union at the same time the dues are transmitted. Upon issuance and transmission of this check to the Union, the Union holds the Employer harmless from all claims, demands or other forms of liability that may arise against the Employer for or on account of any such deductions.

ARTICLE 3

UNION BUSINESS

Section 3.1 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. The Union Representative will first make his/her presence known to the Employer in a timely manner and will provide advance written notification or e-mail when possible.

Section 3.2 The office employees may select from among themselves a Shop Steward. The Employer shall recognize the Shop Steward as a duly accredited Union Representative with respect to the grievance procedure. It shall be the duty of the Shop Steward and/or the Union Representative to address any grievance that may arise on the job with an appropriate supervising representative of the Employer.

TA on 10/19/22 at 7:36PM

Section 3.3 LABOR MANAGEMENT COMMITTEE A committee comprised of the Local 8 Union Representative and/or in addition the Shop Steward, plus one bargaining unit member from the Office where the Shop Steward does not primarily work and the Employer shall meet at least twice annually, or more often if the parties mutually agree to discuss concerns of either party. Teleconferencing or [Videoconferencing](#) is acceptable. It is agreed that neither grievances nor collective bargaining shall take place at the Labor Management Committee. An agenda shall be developed by the parties prior to the meeting. Meetings on work time shall not last more than one (1) hour but may extend over the lunch break or past the end of the business day unless a longer time period on work time is mutually agreeable.

ARTICLE 4

DEFINITIONS

TA on 10/21/22

Section 4.1 A regular full-time employee is an employee who has been in the employ of the Employer full-time for a period of over ~~sixty thirty~~ [\(60 30\)](#) calendar days, and is scheduled to work thirty-two (32) hours or more per week.

Section 4.2 A regular part-time employee is an employee who works less than thirty-two (32) hours per week, and who has been in the employ of the Employer for a period of sixty (60) calendar days. Eligibility for insurance and retirement benefits is as follows: Regular part-time employees who work eighty (80) or more hours per month shall be entitled to insurance and retirement benefits. Regular part-time employees shall be granted the following fringe benefits; holidays, vacation, and sick leave; prorated to the number of hours worked per month.

Section 4.3 Temporary/on-call employees are not considered regular employees and are

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employees hired for a period of time, not to exceed sixty (60) calendar days, or who work on an intermittent basis throughout the year to cover workload fluctuations, emergency situations, or employee absences. The Employer shall notify the Union in writing of all employees who are temporarily hired or on-call. Any temporary employee who works for the Employer for more than one week (five days) shall pay work permit fees which are equal to the monthly dues rate for up to sixty (60) calendar days. Temporary employees secured from a temp agency shall be exempt from this provision.

If any temporary assignment becomes permanent the employee shall pay initiation fees as required by Local 8 to become a member of the Union. Prior to the end of the sixty (60) days, if the Employer determines that the temporary job is to be permanent, it shall be subject to the same seniority provisions described in Article 6 of this Agreement. The sixty (60) day period can be extended in the event the temporary/on-call employee is hired to fill a temporary vacancy created by leave granted to a regular employee. Temporary/on-call employees shall not be hired for the purpose of displacing regular full-time employees, or to avoid filling regular full-time or part-time positions.

ARTICLE 5

WAGES

Section 5.1 WAGE SCALE The following table outlines the revised lowest and highest wage that will be paid for the corresponding positions in 2020:

	2022 Range		2023 Range	
	Low	High	Low	High
<u>Non Exempt</u>				
Accountant/Human Resources	<u>44,222</u>	<u>67,905</u>	<u>47,852</u>	<u>76,422</u>
Accountant II	<u>56,180</u>	<u>91,740</u>	<u>60,800</u>	<u>106,180</u>
Collector	<u>37,940</u>	<u>54,900</u>	<u>40,190</u>	<u>54,900</u>
Loan Officer	<u>48,000</u>	<u>65,069</u>	<u>48,000</u>	<u>67,380</u>
Loan Processor	<u>33,830</u>	<u>56,501</u>	<u>43,975</u>	<u>56,501</u>
Consumer Loan Manager	<u>56,355</u>	<u>98,306</u>	<u>56,395</u>	<u>104,535</u>
Member Service Representative I	<u>32,760</u>	<u>43,320</u>	<u>35,450</u>	<u>47,320</u>
Member Service Representative II	<u>37,128</u>	<u>48,680</u>	<u>36,940</u>	<u>56,330</u>
Member Services Supervisor	<u>42,730</u>	<u>63,640</u>	<u>42,730</u>	<u>71,610</u>
Virtual Services Representative	<u>35,300</u>	<u>52,990</u>	<u>40,000</u>	<u>59,850</u>
Virtual Services Supervisor	<u>52,660</u>	<u>80,310</u>	<u>55,420</u>	<u>80,830</u>

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Branch Manager			<u>68,300</u>	<u>105,270</u>
<u>Exempt</u>				
Branch Operations VP	<u>80,000</u>	<u>133,190</u>	<u>87,540</u>	<u>161,790</u>
VP of Lending	<u>83,930</u>	<u>183,720</u>	<u>83,930</u>	<u>183,720</u>
VP of Finance	<u>81973</u>	<u>163651</u>	<u>86,160</u>	<u>196,160</u>

On an annual basis, the President/CEO will review and analyze the CUNA Staff Salary Report, share the results with the bargaining unit and adjust the wage ranges as appropriate.

If wage ranges in the CUNA Staff Salary Report go down employees will not have their wages reduced.

Wage increases will be as follows:

- First year Increase – **Nine Six** percent (**9 6%**) increase for **exempt and** non-exempt staff to current rate of pay effective January 1, 2023.

- ~~Eight percent (8%) increase for Exempt Staff to current rate of pay, effective January 1, 2020.~~

- ~~Second year Increase -After September 1, 2020 2023 the parties agree to meet to negotiate health insurance benefits for 2021 2024. At that time the parties agree to meet to negotiate wages for 2021 2024, only if, as of the end of the second quarter of 2023, the credit union maintains a net worth ratio above 9.5% and has a loan to share ratio above 56.00% only if Loan Interest Income and net worth ratio for the Credit Union show year over year growth comparing end of 2018 with end 2019.~~

- ~~Third year Increase -After September 1, 2021 2024 the parties agree to meet to negotiate health insurance benefits for 2022 2025. At that time the parties agree to meet to negotiate wages for 2022 2025, only if, as of the end of the second quarter of 2024, the credit union maintains a net worth ratio above 9.5% and has a loan to share ratio above 56.00% only if Loan Interest Income and net worth ratio for the Credit Union show year over year growth comparing end of 2019 with end of 2020.~~

Union Agrees to Management Language – 11/22/22

Section 5.2 Once an employee reaches the high end of the scale, they will receive the wage increase as a lump sum bonus on the effective date of raises. This will prevent compounding wages over the top end of the corresponding position. The Employer and the Union agree to suspend the practice identified in this section 5.2 for the life of this contract until January

~~1, 2026. During the suspension the lump sum bonus any money above the high end of the scale will be allocated into each paycheck.~~ During the suspension all wages will be paid in the normal manner on the employees' paycheck.

ARTICLE 6

HIRING AND TERMINATION

Section 6.1 Regular full-time and regular part-time employees shall be hired on a probation period for the first sixty (60) calendar days. Until completion of said probationary period, an employee may be terminated at the complete discretion of the Employer, and such termination will not be subject to the just cause, grievance and arbitration provisions of this Agreement.

TA on 10/19/22 at 8:17PM

Section 6.2 The collective bargaining process including the Union and the Employer shall be the exclusive and sole situs for bargaining on behalf of Employees of the Waterfront Federal Credit Union and the Employer Representatives. No adjustments to compensation and/or benefits will be made outside of the collective bargaining process between the EMPLOYER and the UNION for employees covered by this agreement except that the Employer has the right from time to time to offer bonuses or rewards in addition to an employee's regular compensation to Employees as it deems appropriate. The Employer will first attempt to promote from within Waterfront Federal Credit Union and if promotions are made from within, the employee's seniority shall be given consideration where skill, competence and ability are substantially equal. Promotions to Office Manager or other Supervisory positions shall be at the Employer's discretion and exempt from the seniority provision for promotions however, the promoted employee shall retain full seniority rights. A promoted employee shall receive an increased salary adjustment to be negotiated through the Union at the time of promotion.

Section 6.2(a) New hires' wages will not exceed the current wage of the most senior employee performing essentially the same job.

Section 6.2(b) Employees shall be provided with a job description.

TA on 10/21/22

Section 6.2(c) Notice of all bargaining unit job vacancies shall be posted and emailed for three (3) working days on the Union section of the WFCU bulletin board and e-mailed to each Local 8 member at WFCU on their internal e-mail. After three days of internal posting the job vacancies can be posted externally. The posting notice will include a brief description of the responsibilities of the vacant position.

Section 6.3 The Employer shall have the right to suspend, terminate, or discipline any employee for incompetence, or failure to perform work as required on the job, within the provisions of this Agreement. No employee shall be discharged or disciplined except for just cause. The Employer shall use a system of progressive discipline. The parties recognize that

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certain conduct is of such a serious nature that resort to a progressive discipline approach is inappropriate. The Employer may, therefore, omit any of the steps of progressive discipline and proceed directly to discharge. Conduct falling in this category, depending on its severity, may include, but shall not be limited to, fraud, theft or embezzlement. Employees terminated for fraud, theft or embezzlement shall not be entitled to pay in lieu of accrued vacation or sick leave.

Section 6.4 TERMINATION NOTICE Termination notice or pay in lieu thereof shall be as follows:

- a) Employees with a tenure of ~~six (6) months~~ less than to one (1) year; one (1) weeks' notice or one (1) week pay.
- b) Employees with a tenure of one year or longer; two (2) weeks' notice or two (2) weeks' pay. Employee must give same notice on termination or forfeit accrued vacation pay, not to exceed two (2) weeks.
- c) Upon termination, a regular full-time or regular part-time employee shall, upon request, receive written notice from the Employer or his/her agents stating the true cause of termination.

TA 11/22/22

- d) In the case of investigation due to fraud, theft, embezzlement the Employer and/or the Bonding Company shall be allowed to complete a full investigation before providing written notice of cause: in which case, the affected employee(s) shall be placed on unpaid administrative leave. If after the investigation they are exonerated the employee shall be paid retroactively for their time without pay. The Employee shall retain all legal rights including the right to the Grievance, Arbitration Procedure found in ~~Article 17~~ of this Agreement.

Section 6.5 At the time of issuance, and prior to placement in personnel records, the employee shall be given the opportunity to read, sign and answer all written warning notices. The employee's signature shall not signify an admission of guilt or concurrence to the charge but shall be requested to indicate the employee comprehends the disciplinary action.

TA 11/17/22 at 9:04PM

Section 6.6 The Employer shall provide an email including the policies and procedures when changes occur and will also post them on the shared drive of the employer's network so that all employees can have a clear understanding of expectations. The Employer shall notify the Union in writing of the new policy or policy change if that policy or policy change affects mandatory subjects of bargaining. The Union will have two (2) weeks to respond. If the Union does not respond, the policy is implemented. If the Union wants to bargain over the policy or policy change, negotiations will be scheduled by mutual agreement of the parties and shall not be unreasonably delayed.

Section 6.7 The Employer agrees to reimburse employees for the expense of tuition and books, when such expenses are incurred with prior approval of the Employer, for classes which will give the employee(s) the skills they need to advance in their careers with the Employer. Reimbursement shall be made promptly after an employee presents the Employer with evidence of successful completion of the agreed upon course of study.

ARTICLE 7

SENIORITY

Section 7.1 Seniority shall be calculated from the most recent date of hire. Seniority shall prevail in layoffs, reduction of hours, rehire, transfers, vacation preference, shift changes, promotions and work assignments; providing, the senior employee has the qualifications for the position. Upon rehire after a break in service which does not exceed one (1) year, an employee shall receive the same rate of pay at the time of their separation from employment if the employee returns to the same or similar position and will continue to accrue vacation at the rate at time of separation and all unused sick leave will be restored into their sick leave bank. Such rehired employee does not retain any prior seniority and shall have their seniority rights determined by their most recent date of hire, as well as future increases in vacation accrual. Seniority during layoff shall continue for a period of twelve (12) months. For rehire, the employee must contact the Employer's office once a month, advising the Employer of availability to work and providing up to date contact information.

Section 7.2 An employee shall lose his/her seniority rights for any one of the following reasons: Voluntary termination, discharge for cause, failure to report back from layoff within five (5) working days after notice being sent by the Employer to report back to work. Notice shall be sent by registered mail, return receipt requested, to the employee's last known address.

Section 7.3 The Employer, upon rehiring, shall do so in the order of seniority. The Employer shall rehire the last employee laid off; providing, the Employer determines the employee possesses the qualifications for the position for which the Employer is hiring. 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 employed.

ARTICLE 8

HOURS OF WORK

Section 8.1(a) DESIGNATED HOURS Eight (8) hours or less, as scheduled by the manager, and/or the Board of Directors, shall constitute a day's work. All work in excess of eight (8) hours in any one day, or on Saturdays, Sundays, and holidays shall be paid at one and one-half (1 ½) times the straight-time rate of pay. An employee's normal workday will roughly coincide with the regular operation hours of the Credit Union, and will not be altered to eliminate overtime. An employee's regular work schedule will not be reduced because of overtime hours worked in a prior period.

TA 11/22/22

Section 8.1(b) On days with a scheduled staff meeting and/or training session, employees may be scheduled to begin work before regular operating hours to accommodate those meetings. Routine meetings will be scheduled a minimum of two weeks in advance.

If special meetings are needed a minimum of 3 days' notice will be given through email, when able, a minimum of two weeks advance notice will be the norm. Inability to attend such a meeting shall not result in discipline, however a pattern of avoiding/missing meetings may result in discipline.

Section 8.1(c) DESIGNATED HOURS FOR EXEMPT EMPLOYEES Nine (9) hours or less, as scheduled by the manager and/or Board of Directors shall constitute a day's work. All work in excess of forty-five (45) hours in a week or on Saturdays, Sundays and holidays shall be converted to comp time. An employee's normal workday will roughly coincide with the regular operation hours of the Credit Union.

Section 8.1(d) PERSONAL DAYS Exempt employees shall be provided with 2 personal days each six months. These may be taken in half-day increments but must be used between January 1st and June 30th or July 1st and December 31st or they will be forfeited. These days may be scheduled or not as the employee needs to use them.

Section 8.2 MEAL PERIODS A meal period of one-half (1/2) hour (30 minutes) shall be given each non-exempt employee who is scheduled to work more than five hours in a shift. The time of the meal period shall be scheduled by the Employer. A meal period of one (1) hour shall be given each exempt employee who is scheduled to work more than five hours in a shift. The time of meal period shall be scheduled by the employee based on coverage for serving members.

The lunch period will be non-compensated time.

Section 8.3 RELIEF PERIOD Employees are entitled to two daily relief periods of fifteen (15) minutes during each eight (8) hour shift, in accordance with Washington State law governing the frequency of required paid relief periods. Relief periods are compensable.

TA on 10/21/22

Section 8.4 OVERTIME WORK Non-exempt Employees may be required to work overtime. A non-exempt employee who is required to work two (2) hours or more beyond the close of the regular workday shall be entitled to reimbursement for up to ~~Thirty~~ **fifteen** dollars (\$~~30~~ **15**) dinner expense, or shall be furnished with dinner by the Employer. An exempt employee required to work the same time period shall be provided the same meal benefit listed above.

Section 8.5 Work related trainings, as approved by the Employer will be compensated per Section 8.1(a) and 8.1(b) of the Collective Bargaining Agreement. The Employer is committed to ensure employees receive ongoing training which will enable them to excel in their current

position.

ARTICLE 9

PAID TIME OFF / LEAVES

Section 9.1(a) SICK LEAVE PAID TIME OFF A regular employee shall accrue according to the PTO schedule: ~~located on Article 11 Section 11.1. one (1) day of sick leave for each month of continuous service.~~

Vacation with pay shall be granted on the following basis. Vacation award shall be reflected on each employee's pay stub and made available **as accrued** on the employee's anniversary date of hire of each year.

<u>Length of Employment</u>	<u>Vacation</u>
Six months	Five (5) days
One year	Five (5) days
Two years	Ten (10) days
Three years	Fifteen (15) days
Five	Twenty (20) Sixteen (16) days
Seven years	Seventeen (17) days
Ten years	Twenty-five (25) Twenty (20) days
Fifteen years	Thirty (30) Twenty (22) days
Twenty years	Twenty-five (25) days
Thirty years	Thirty (30) days

<u>Length of Employment</u>	<u>PTO Accrual</u>	<u>Per Check</u>
<u>Up to Six months</u>	<u>72 hours</u>	<u>5.538 hours*</u>
<u>Six months to One year</u>	<u>88 hours</u>	<u>6.769 hours*</u>
<u>Two years</u>	<u>176 hours</u>	<u>6.769 hours</u>
<u>Three years</u>	<u>216 hours</u>	<u>8.307 hours</u>
<u>Five years</u>	<u>256 hours</u>	<u>9.846 hours</u>
<u>Ten years</u>	<u>296 hours</u>	<u>11.385 hours</u>
<u>Fifteen years</u>	<u>336 hours</u>	<u>12.923 hours</u>

* Both 6 months and 1 year will reflect 13 paychecks

Vacations shall be taken at a time agreeable to the Employer and employee. A week is defined as the average number of hours worked per week during the previous year not to exceed forty (40) hours per week.

Union Agrees to update Section 9.1 (b) 11/17/2022

Section 9.1(b) REASONS FOR SICK LEAVE Sick leave shall be granted for valid

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~~reasons; illness, convalescence, accident, and pregnancy/maternal/paternal leave. An employee is entitled to use sick leave for the following reasons: Medical, dental or optical appointments, or treatments. An employee is entitled to use accrued sick leave to care for dependents or immediate family when they have a health condition that requires supervision or treatment.~~

Section 9.1(b) PTO NOTIFICATION Employees who must be absent shall promptly notify the Employer of their inability to report for work so that necessary adjustments in work assignment can be made to assure orderly continuity of the Employer's business. Employees who are absent and who neglect to promptly notify the Employer of this inability to report for work may be subject to discipline.

Section 9.1(c) Where applicable the Employer shall comply with the Federal Family Medical Leave Act, Washington Family Care Act, the Washington Family Leave Act and WA State Paid Family and Medical Leave, Leave for Victims of Domestic Violence, Sexual Assault & Stalking, absence covered by Leave for Spouses of Deployed Military personnel; absence covered by Leave for Certain Emergency Services Personnel as they may from time to time be amended.

When taking WA State Paid Family and Medical Leave workers do not need to exhaust any vacation and sick leave before they take leave under the WA Sate Paid Family and Medical Leave.

Union Agrees to withdraw this section

~~**NEW: Section 9.1(d) Annually, sick leave may be converted to vacation. Employee's must retain a minimum of 40 hours in their sick leave, in order to be eligible for this benefit. Employee's can convert two (2) sick days for one (1) vacation day.**~~

Section 9.1(d) WASHINGTON STATE PAID FAMILY AND MEDICAL LEAVE The Employer will pay the employee and employer shares of the premium for the Washington State Paid Family and Medical Leave beginning January 1, 2020.

Section 9.2 LEAVE OF ABSENCE WITHOUT PAY Employees may be granted extended leave of absence without pay, not to exceed twelve (12) weeks from the time that they leave work. Employees may not take leave under this Section 9.2 until all paid leave available to the employee has been exhausted, except that employees may take medical leave under this Section 9.2 and retain up to forty (40) hours of paid leave. An employee on leave of absence shall have the right to return to his/her former position or a comparable position, at the employee's former rate of pay including intervening contractual increases, provided however, the employee shall not be entitled to reinstatement where the employee's employment would have been otherwise terminated pursuant to the terms of this contract. An employee will notify the Employer of intent to return at least three (3) weeks in advance of return to work. Leave for reasons other than medical may also be granted at the Employer's discretion.

Medical Leaves of Absence shall only be granted under all of the following circumstances: twelve (12) months of continuous employment; leave is due to the employee's own serious medical condition or disability as recognized by state or federal law or to care for an immediate

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family member with a serious health condition as defined under state or federal law; leave is limited to once every 12 month period calculated from the date the employee first takes leave on a rolling forward basis and Employer will require medical certification to substantiate the need for leave consistent with the federal law. Compliance with the Washington State Family Leave Act or Federal law regarding Family Medical Leave Act, WA State Paid Sick Leave Law and WA State Paid Family and Medical Leave Program will take precedence.

If an employee takes a medical leave of absence without pay, Waterfront Federal Credit Union will continue medical/EAP coverage for up to three (3) months for the employee. After the three months have passed, the employee's insurance coverage will be discontinued unless the employee chooses to have coverage under COBRA.

If an employee has chosen to take a leave of absence that does not meet the medical definition in the above paragraph, Waterfront Federal Credit Union will allow an employee to continue medical/EAP coverage for up to three (3) months. WFCU will pay the first month's premium of coverage. The employee will be responsible for the next two months of premiums and will reimburse WFCU accordingly. After the three months have passed, the employee's insurance coverage will be discontinued unless the employee chooses to have coverage under COBRA.

An employee, who while on leave of absence, engages in other employment, or fails to report to work, or fails to ask for a renewal of his/her 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 WFCU. Exceptions to this clause may be made by mutual agreement in writing between the Employer and the Union.

Section 9.3 BEREAVEMENT LEAVE Any regular employee suffering a death in the immediate family shall be allowed up to three (3) working days leave from work with pay. Member of the immediate family is defined as: Father, mother, sister, brother, spouse, son, daughter, stepchildren, grandparents, mother-in-law, father-in-law, aunts, uncles, nieces, nephews, first cousins, grandchildren, sister-in-law, brother-in-law or domestic partner. Up to two (2) additional days may be allowed when needed.

Section 9.4 JURY DUTY Regular employees who are called for service on a Court jury shall be excused from work for the days on which they serve, up to two (2) weeks, 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 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 his/her return to work at least one-half (1/2) of his/her normal workday. In order to be eligible for such payment, the employee must furnish a written statement from the appropriate public official showing the date and time served, and the amount of jury duty compensation received.

TA on 11/17/22

Section 9.5 Sick leave **Paid Time Off (PTO)** may be donated to another employee who has exhausted all of their available leave (~~both sick and~~ all but forty (40) hours of their **PTO**

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vacation). The donor must keep a minimum of 40 hours, anything over this amount may be donated in increments of 1 hour. When an employee is in need of donation, the President/CEO Accountant/HR will send out an email to all staff identifying the need and the total amount of hours the employee is short. An employee who wishes to donate, will respond to the email indicating the amount of hours they would like to donate. The President/CEO Accountant/HR will compile the donations and use them proportionally based on the amount donated. The donations will remain anonymous.

[Union agrees to the move of language-11/17/2022](#)

Section 9.6 PTO ADVANCE SCHEDULING The PTO Advance Schedule (Vacation) will be made available by November 1st of each year. Seniority rights shall prevail in the event of conflicting vacation dates scheduled prior to February 1st. Each employee is entitled to two (2) working days to review the vacation calendar. Vacation requests made prior to January 1st shall not be granted for time without pay. Vacation requests submitted after January 1st shall be approved on a first come first served basis.

Vacation requests shall be approved or denied in writing within two (2) weeks from date of request and, once approved by the Employer, may not be rescinded.

Vacation previously approved for exempt staff may be rescinded by mutual agreement (between the Employer and the exempt employee) for business necessity. Business necessity is defined as NCUA exam, external audits or reviews, employee is out on leave and there is no coverage besides the manager. Additional vacation requests throughout the year or after January 1 shall be approved or denied in writing within one (1) week of the request. (Employer open to discuss alternate proposal for vacation scheduling).

[Union agrees to the move of language-11/17/2022](#)

Section 9.7 MANDATORY LEAVE All employees are required to take forty (40) consecutive hours of time off each anniversary year. If this time is not scheduled in accordance with Section 9.6 the Employer may schedule the required time off. Any PTO including floating holidays may be applied to the required week off, if available.

[Union agrees to the move of language-11/17/2022](#)

Section 9.8 SALE OF PTO VACATION An employee may sell unused PTO anytime during their anniversary year, as long as they have already taken the required forty (40) consecutive hours of time off in accordance with Section 9.7.

[Union agrees to 120 hours...Call out the change we found in caucus.](#)

Section 9.9 CARRY OVER An employee may carry over to the following anniversary year a maximum of eighty (80) one-hundred twenty (120) hours of PTO. Anything over 80 one-hundred twenty (120) hours, will be paid out to the employee at their current rate of pay.

Union agrees to the move of language-11/17/2022

Section 9.10 NOTICE OF RESIGNATION Employees are to give two (2) weeks' notice of resignation. Any notice less than two (2) weeks shall result in the employee's PTO cash out amount to be reduced by that amount, up to a maximum of two weeks, unless such reduction is waived by the CEO. In the event the Employer terminates the employee's employment, their credited PTO shall be paid, unless the reason for termination involves fraud, malfeasance, or any other material misrepresentation that caused a financial loss to the Employer.

ARTICLE 10

HOLIDAYS

TA on 10/19/22 at 8:44PM

Section 10.1 PAID HOLIDAYS The following shall be designated as paid holidays at eight (8) hours straight time pay:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Columbus Day <u>Indigenous Peoples' Day</u>
Presidents' Birthday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
<u>Juneteenth</u>	Two Floating Holidays

Section 10.2 DAYS DESIGNATED FOR HOLIDAY OBSERVANCE Holidays will be observed on the same day as observed by the Federal Reserve Bank. When a Federal Holiday falls on a Saturday, each employee covered by this Agreement shall be credited with an additional Floating Holiday. Floating holidays will be applied to **PTO-vacation** at 100% transferability and will be credited during January. If a new employee is hired during the year, they will receive a proration of the floating holidays based on the remaining months in the year. The new employee will be credited with the floating holidays after they have successfully completed the probationary period.

Section 10.3 OVERTIME RATE FOR HOLIDAY WORK If any work is performed by a non-exempt employee on any of the holidays listed in Section 10.1, such employee will be compensated at the overtime rate for work performed in addition to receiving eight (8) hours of holiday pay.

Section 10.4 A regular part-time employee shall be paid for a holiday at the regular scale if the holiday falls within the employee's regularly scheduled work day.

Section 10.5 INCLEMENT WEATHER In the event of the Employer closing the office due to inclement weather or other circumstances, the employees shall be kept whole as though

they had worked their regularly scheduled day. In the event that the office remains open but an employee is unable to report for scheduled work because of severe inclement weather or conditions caused by severe inclement weather, the employee may use any accrued vacation leave, sick leave or leave without pay at the Employee's choice.

ARTICLE 11

VACATIONS

~~**Section 11.1**—Vacation with pay shall be granted on the following basis. Vacation award shall be reflected on each employee's pay stub and made available as accrued on the employee's anniversary date of hire of each year.~~

<u>Length of Employment</u>	<u>Vacation</u>
Six months	Five (5) days
One year	Five (5) days
Two years	Ten (10) days
Three years	Fifteen (15) days
Five	Twenty (20) Sixteen (16) days
Seven years	Seventeen (17) days
Ten years	Twenty-five (25) Twenty (20) days
Fifteen years	Thirty (30) Twenty (22) days
Twenty years	Twenty-five (25) days
Thirty years	Thirty (30) days

<u>Length of Employment</u>	<u>Vacation</u>	<u>PTO Accrual</u>	<u>PTO Accrual + Sick</u>
<u>Six months</u>	<u>Five (5) days</u>	<u>40 hours</u>	<u>88 hours</u>
<u>One year</u>	<u>Five (5) days</u>	<u>40 hours</u>	<u>88 hours</u>
<u>Two years</u>	<u>Ten (10) days</u>	<u>80 hours</u>	<u>176 hours</u>
<u>Three years</u>	<u>Fifteen (15) days</u>	<u>120 hours</u>	<u>216 hours</u>
<u>Five years</u>	<u>Twenty (20) days</u>	<u>160 hours</u>	<u>256 hours</u>
<u>Ten years</u>	<u>Twenty-five (25) days</u>	<u>200 hours</u>	<u>296 hours</u>
<u>Fifteen years</u>	<u>Thirty (30) days</u>	<u>240 hours</u>	<u>336 hours</u>

Vacations shall be taken at a time agreeable to the Employer and employee. A week is defined as the average number of hours worked per week during the previous year not to exceed forty (40) hours per week.

~~**Section 11.2**—The vacation schedule will be made available by November 1st of each year. Seniority rights shall prevail in the event of conflicting vacation dates scheduled prior to February 1st. Each employee is entitled to two (2) working days to review the vacation calendar. Vacation requests made prior to January 1st shall not be granted for time without pay. Vacation requests submitted after January 1st shall be approved on a first come first served basis. Vacation requests shall be approved or denied in writing within two (2) weeks.~~

~~from date of request and, once approved by the Employer, may not be rescinded.~~

~~Vacation previously approved for exempt staff may be rescinded by mutual agreement (between the Employer and the exempt employee) for business necessity. Business necessity is defined as NCUA exam, external audits or reviews, employee is out on leave and there is no coverage besides the manager. Additional vacation requests throughout the year or after January 1 shall be approved or denied in writing within one (1) week of the request.~~

~~**Section 11.3 SALE OF VACATION**—An employee may sell unused vacation anytime during their anniversary year, as long as they have already taken the required forty (40) consecutive hours of time off in accordance with Section 11.4(b).~~

Section 11.4 VACATION TIME

~~**Section 11.4(a)**—An employee may carry over to the following anniversary year a maximum of eighty (80) hours of vacation. Anything over 80 hours, will be paid out to the employee at their current rate of pay.~~

~~**Section 11.4(b)**—All employees are required to take forty (40) consecutive hours of time off each anniversary year. If this time is not scheduled in accordance with Section 11.2 the Employer may schedule the required time off. Any vacation or floaters may be applied to the required week off, if available.~~

~~**Section 11.5**—Employees are to give two (2) weeks' notice of resignation. Any notice less than two (2) weeks shall result in the employee's vacation cash out amount to be reduced by that amount, up to a maximum of two weeks, unless such reduction is waived by the CEO. In the event the Employer terminates the employees employment, their credited vacation shall be paid.~~

ARTICLE 112

PAID BENEFITS

Section 112.1 Medical, dental, vision, disability, life, and accidental death and dismemberment coverage shall be provided by the Employer through mutually agreed upon carriers for coverage of the employee. Medical, dental and vision coverage will be provided by the Employer for spouse and dependents if they are not covered under another plan. If the spouse is employed and their Employer provides the ability to have coverage, the employee may elect to pay 100% of the premiums to keep their spouse included in our plan.

11/17/2021 Union Withdrawals-back to CBA

Section 112.2 401K PLAN The 401(k) Plan will be mutually agreed upon between the Union and the Employer, subject to the restrictions outlined by the IRS, and will require each participating employee to self-contribute, on a pre-tax basis, to qualify for an Employer matching contribution. The Employer will be responsible for the initial costs of setting up the Plan and any annual charges for the administration of the Plan. The employee is responsible

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for the other fees or costs of the plan which include, but are not limited to, Advisor Fee, Third Party Administrator and Recordkeeping and Mutual Fund Expenses.

The Employer will match dollar for dollar on the first four percent (4%) of employee wages. The Employer will contribute six percent (6%) of employee wages as a Profit Sharing contribution. Profit sharing is defined as an Employer contribution.

Section 112.3 LIFE INSURANCE AND ACCIDENTAL DEATH (AD&D) Life Insurance and accidental death and dismemberment coverage will be provided by the Employer. The Life Insurance coverage will be 2x the employee's hourly wage (x) (times) 2080 hours.

Section 112.4 SHORT AND LONG TERM DISABILITY Short and Long Term Disability coverage will be provided by the Employer. The short term disability plan starts after 14 days of disability and will cover 70% of the employee's wages or \$1,000 per week, whichever is less. The long term disability plan starts after 90 days of disability with a benefit of 66 2/3% of wages up to \$15,000 a month.

Section 112.5 MILEAGE Employees shall be reimbursed for all mileage driven on Credit Union business at the rate allowed by the IRS.

Section 112.6 The Employer shall provide a Flexible Spending Account for any Employee who chooses to participate in accordance with IRS guidelines as long as at least 50% of the employees participate (rounding of decimals will always go up to the next whole number).

ARTICLE 123

HEALTH AND SAFETY

Section 123.1 The Employer retains exclusive responsibility for workplace health and safety standards, and agrees to provide a safe and healthful work environment for all employees; providing for reasonable standards of workplace sanitation, ventilation, cleanliness, light, noise levels, and health and safety in general. The Employer agrees to comply with all applicable health and safety laws and regulations.

Section 123.2 A Safety Committee shall be established, consisting of at least one Employer representative and one employee representative from each office. The Safety Committee shall meet at least quarterly to review safety issues, recommend improvements and assist in correction of identified unsafe conditions or practices.

Section 123.3 The Employer will make reasonable effort to accommodate the needs of employees in accordance with applicable law.

Section 123.4 The Employer agrees that the Waterfront Federal Credit Union, including lobby workspace, and employee break room, is designated as smoke free.

ARTICLE 134

PICKET LINES

It is understood and agreed that refusal by an employee covered by this Agreement, to cross a bona fide picket line, shall not constitute a violation of this Agreement, nor shall such refusal by an employee be cause for discharge or disciplinary action of any kind.

ARTICLE 145

NON-DISCRIMINATION

Section 145.1 The Employer agrees to not discriminate against an employee because of his/her activity as a member of Local 8.

TA on 10/21/22

Section 145.2 Neither the Union, nor the Employer, in carrying out their obligations under this Agreement, shall discriminate in favor or against any employee in matters of hiring, training, promotion, transfer, layoff, discharge, or otherwise, because of race, color, creed, national origin, sex, sexual orientation, **body type**, gender **expression and/ or** identity, membership or non-membership in the union, activity for or against the union or absence thereof, religious beliefs or affiliation, political beliefs or affiliation, disability, protected family care or medical leave status, marital status, pregnancy, veteran status, or age or in retaliation of filing a complaint under the terms above.

ARTICLE 156

PERFORMANCE REVIEWS

An employee shall receive an annual performance reviews within 60 days of their date of hire for the purpose of keeping informed of, and documenting their job performance. Employees shall be given a copy of their performance review at the time.

ARTICLE 167

GRIEVANCE, ARBITRATION PROCEDURE

Section 167.1 In the event any grievance involving the interpretation or application of this Agreement should arise between the parties, such grievance shall be adjusted in the following manner:

Step 1 - Written Submission of Grievance

The grievance must be written and must set forth the nature, details, date of alleged violation, law, past practice or Article and Section of this Agreement claimed to have been violated, and remedy sought. Grievances must be submitted by the Union to the

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Employer, or the Employer to the Union, within ten (10) working days of the occurrence of the incident giving rise to such grievance, or within ten (10) working days of the date that the employee knew or should have known of the occurrence giving rise to the grievance, otherwise same are barred as untimely. The parties agree to meet to try to resolve the issue. Thereafter, the Union and the Employer shall diligently seek to reach a fair informal settlement within ten (10) working days.

Step 2 - Mediation

Should Step 1 fail to resolve the grievance, within ten (10) working days following its receipt of the Employer's Step 1 response, the Union shall submit a written request to mediate the grievance. Mediation shall be conducted with the Federal Mediation and Conciliation Service (FMCS). If the parties are unable to arrive at a satisfactory settlement during mediation, within ten (10) working days, the matter may be submitted to arbitration.

Step 3 - Arbitration

If the grievance is not settled on the basis of the foregoing procedure, either the Employer or the Union may submit the issue to arbitration within ten (10) working days following receipt of the reply from the Employer Representative, or designated representative, and the Union Representative. If the Employer and the Union fail to agree on an arbitrator, a list of seven (7) arbitrators shall be requested from the Federal Mediation and Conciliation Service (FMCS). The parties shall thereupon alternate in striking a name from the panel until one (1) name remains. The first strike shall be determined by lot. The person whose name remains shall be the arbitrator. The arbitrator's decision shall be final and binding on all parties. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. Each party shall bear one-half (1/2) of the fee of the arbitrator. All other expenses shall be borne by the party incurring them. The Employer and the Union agree to make available to the other such pertinent data as each may deem necessary for the examination of all circumstances surrounding a grievance. The arbitrator shall be empowered to effect compliance with this provision by requiring the production of documents and other evidence.

Section 167.2 Failure of either party to meet the time limits imposed in this Article shall result in favor of the other party. Time limits may be waived or extended by mutual agreement.

ARTICLE 178

SUCCESSORS AND SEVERABILITY

Section 178.1 This agreement shall be binding upon the successors and assigns of the parties, and no provisions, terms or obligations shall be affected, modified, altered, or changed in any respect by the consolidation, merger, sale, transfer, or assignment of either party, or

affected, modified, altered, or changed in any respect by any change of any kind of legal status, ownership, or management of either party.

Section 178.2 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 189

MANAGEMENT RIGHTS AND EMPLOYER POLICIES

Section 189.1 The Union recognizes the Employer's inherent and traditional right to manage its business, and to establish reasonable work rules, and to require their observance subject to this Agreement and the law. The Employer retains the sole right to manage the affairs of the Employer and to direct the work force.

The Union will be furnished a copy of any new or revised Employer rules or regulations with respect to the bargaining unit fifteen (15) days prior to the time they are to be implemented, unless a documented emergency requires an earlier implementation. In the event the Union is not furnished with same, they shall have no effect upon members of the bargaining unit until fifteen (15) days after the Union has received the same. Any change in policies affecting mandatory subjects of bargaining which include wages, hours and working conditions of bargaining unit employees shall require good faith negotiations with the Union.

Section 189.2 WORK RULES The Employer will issue all employees a current Employee Handbook outlining rules, regulations and policies. Management will provide to the union a current copy of the Employee Handbook. This may be provided electronically through email.

ARTICLE 1920

TERMINATION AND RENEWAL

TA on 10/19/22 at 8:51PM

This Agreement shall be binding upon the Employer and the Union for the period January 1, ~~2023~~ ~~2020~~ through December 31, ~~2025~~ ~~2022~~. This Agreement shall be considered as renewed from year to year thereafter, unless either party shall give, in writing, notice of their desire to modify or terminate this Agreement. Said written notice shall be given at least sixty (60) days prior to the expiration date. If no such notice is served by either party, the Agreement shall be deemed to be renewed for the succeeding year.

EXECUTED at Seattle, Washington this _____ day of _____ 2022.

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

By _____
Tara Powell
Union Representative

By _____
Suzanne Mode
Business Manager

By _____
Crissy Everly
Bargaining Committee

By _____
Valori Flake
Bargaining Committee

By _____
Roxanne Law
Bargaining Committee

By _____
Joann Mayon
Bargaining Committee

By _____
Kimberly Sauer
Bargaining Committee

**WATERFRONT FEDERAL CREDIT
UNION**

By _____
Justin Hirsch
Chair, Board of Directors

By _____
Michelle Cropley
President, CEO

By _____
William Lassiter
Board of Director

By _____
Rich Gurtiza
Board of Director