



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

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**WASHINGTON STATE BUILDING AND CONSTRUCTION
TRADES COUNCIL**

AND

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

FOR THE PERIOD OF

APRIL 1, 2021 THROUGH MARCH 31, 2024

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COLLECTIVE BARGAINING AGREEMENT

WASHINGTON STATE BUILDING AND CONSTRUCTION TRADES COUNCIL

THIS AGREEMENT is made and entered into at Tacoma, Washington, this 1st day of April 2021, by and between the **WASHINGTON STATE BUILDING AND CONSTRUCTION TRADES COUNCIL**, its successors and assigns, hereinafter referred to as the Employer, and the **OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 8**, hereinafter referred to as the Union, for the purpose of fixing the wage scale, schedule of hours, and general rules and regulations between the Employer and the Union, and to clearly define mutual obligations between the parties hereto. Therefore, it is mutually agreed as follows:

ARTICLE 1 – RECOGNITION

Section 1.1 The Employer agrees to recognize the Union as the sole collective bargaining agent for all employees covered by this Agreement.

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

ARTICLE 2 – UNION SECURITY

Section 2.1 All employees covered by this Agreement shall, as a condition of employment, thirty-one days from the effective date of this Agreement become and remain members of the Union in good standing.

Section 2.2 New employees hired subsequent to the effective date of this Agreement shall, as a condition of employment, thirty-one days from the date of employment become and remain members of the Union in good standing.

ARTICLE 3 – HIRING

Section 3.1 When vacancies occur or when additional employees are needed to perform work covered by this Agreement, the Employer shall notify the Union as to the number and type of employees desired, and the Union shall endeavor to supply such help within forty-eight hours. If the Union cannot supply such help, or if the persons dispatched by the Union do not report for work as scheduled, the Employer may hire from any other source except employment agencies charging fees.

Section 3.2 The Employer has the final choice as to whom he hires, and he shall notify the Union within 72 hours of hire of a new employee, Saturday, Sunday and holidays excepted.

ARTICLE 4 – GENERAL

Section 4.1 It shall not be considered a violation of this Agreement for an employee to refuse to pass a bona fide picket line established by any union.

Section 4.2 It shall not be considered a violation of this Agreement for an employee to refuse to perform work detoured to the office from a firm that has been placed on the "Unfair List" of any labor organization.

Section 4.3 The Union Representative of the Union shall have the privilege of conferring with an employee during working hours (period not to exceed 10 minutes) to investigate the working conditions existing in the office and to ascertain whether the provisions of the Agreement are being complied with.

Section 4.4 All benefits now being extended to the employee shall remain in force and shall not be rescinded during the life of this Agreement.

ARTICLE 5 – WORK SCHEDULE

Section 5.1 The regular hours of work shall not exceed seven hours in any one day to be worked within eight consecutive hours between 8:00 a.m. and 6:00 p.m., nor 35 hours in any one week, Monday through Friday, inclusive.

Section 5.2 All time worked in excess of seven hours a day; before 8:00 a.m. or after 6:00 p.m.; and on Saturday and Sunday shall be paid for at double time.

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

Section 5.4 The lunch period shall be at least one-half hour. 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 5.5 Rest periods of 15 minutes each shall be allowed morning and afternoon.

Section 5.6 Employees ordered to report to work shall receive at least four hours' pay.

Section 5.7 A flex-time work schedule will be considered if mutually agreeable between the Employer and employee.

ARTICLE 6 – HOLIDAYS

Section 6.1 The following holidays shall be granted with no deduction in salary:

New Year's Day	Veterans Day
Martin Luther King Day	Thanksgiving Day
Presidents Day	Day After Thanksgiving Day
Memorial Day	Last working day before Christmas
Independence Day	Christmas Day
Labor Day	Employee's Birthday

Section 6.2 Holidays falling on Saturday shall be observed the preceding Friday. Holidays falling on Sunday shall be observed the following Monday.

Section 6.3 All time worked on holidays shall be paid for by not less than seven hours' double-time pay plus the regular holiday pay, except as provided in Section 6.4.

Section 6.4 By mutual agreement between the employee, the Employer and the Union, holidays on which the office of the Employer is customarily open to the public may be observed on another day.

Section 6.5 During the last two weeks of each calendar year each employee shall receive five (5) working days off with pay. Upon agreement between the employees covered under this Agreement and the Employer, such time may also be scheduled during the first week of each calendar year.

ARTICLE 7 – VACATIONS

Section 7.1 Employees shall receive annual vacations with pay on the following basis:

<u>Length of Employment</u>	<u>Vacation</u>
One year but less than three years	10 days
Three years but less than six years	15 days
Six years but less than fifteen years	20 days
Fifteen years or more	25 days

Section 7.2 Vacations shall be taken at a time mutually agreeable to the Employer and the employee. No pay in lieu of vacation shall be given except in unusual circumstances, when at the request of the Employer and with the consent of the Union and the employee, said employee is denied vacation time during an employment year.

Section 7.3 When a holiday falls within the employee's vacation period, such holiday will not be considered a part of the vacation. The employee shall receive full vacation pay in addition to holiday pay, or an extra day off.

Section 7.4 When an employee is terminated or laid off at any time after six months of employment, pro-rated vacation pay shall be included in the final wage settlement. Vacation payout upon termination shall not exceed fifteen (15) days.

Section 7.5 Employees may carry over ten (10) days of accumulated vacation from one year to the next. Each year employee will be given an accounting of accrued vacation on anniversary date of employment.

Section 7.6 Vacation pay will be paid in advance of employee's vacation if requested by employee.

ARTICLE 8 – SICK LEAVE

Section 8.1 Sick leave with pay shall be granted on the basis of one day (7 hours) for each month of continuous service cumulative to seventy working days (490 hours). No sick leave shall be accredited to an employee until such employee has been in the employ of the Employer for a period of thirty days. An employee on layoff shall not lose accrued sick leave.

Section 8.2 Paid sick leave shall be considered time worked for purposes of determining contributions, eligibility for payment of medical, and seniority.

Section 8.3 When a holiday falls during a period of paid sick leave, the day shall be paid for as a holiday and not charged as a day's sick leave.

Section 8.4 Sick leave shall be approved by the Employer for all purposes allowed by Washington State Law: "Family member" is in accordance with Washington State law.

If the illness/injury exceeds five (5) working days or if abuse of sick leave is suspected, the Employer reserves the right to require a doctor's note or other comparable satisfactory proof of the employee's incapacity to work.

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

Employees who must be absent shall promptly notify the Employer of their inability to report for work so that necessary adjustments in work assignments can be made to assure orderly continuity of the Employer's business.

Section 8.5 Upon termination an employee shall be paid for forty percent (40%) of his or her sick leave accumulation.

ARTICLE 9 – LEAVES OF ABSENCE

Section 9.1 Bereavement Leave. In case of death in the immediate family an employee shall be granted a leave of absence of three days with pay. If the death in the immediate family is outside a 500-mile radius, the employee will be granted five (5) days with pay. Immediate family will be as defined in Section 8.4 of this Agreement.

Section 9.2 Jury Duty and Witness Duty. Employees shall be provided leave with supplemental pay during period of service resulting from subpoena by any court of competent jurisdiction or a call to serve on a Superior or Federal Court jury. Supplemental pay from the Employer shall be an amount which, when combined with the pay received by the employee for such subpoena or jury duty, shall equal the total regular salary which would have been received by the employee from the Employer for the same period of time.

Section 9.3 Personal Leave. Upon written request of an employee, the Employer, at its discretion, may grant a request for a personal leave without pay.

Section 9.4 Maternity Leave. Employees shall be granted up to eight (8) weeks of paid family leave within twelve (12) months of the birth or adoption of a child. Following this leave, an additional unpaid leave of up to six (6) weeks over the next twelve (12) months shall also be granted, at the employee’s request. Health and welfare benefits shall remain in full force and effect during this twelve (12) week period.

Section 9.5 Medical Leaves of Absence. Employees shall be granted medical leaves of absence to care for a dependent, spouse or parent with a serious illness. Time loss for periods of medical leave shall have no effect on the employment status of the employee. For all medical leaves a date shall be set for the employee’s return to employment. Paid vacation and sick leave may be utilized during a medical leave, if requested by the employee. Health and welfare benefits shall remain in full force and effect for one year during a medical leave.

Section 9.6 Military Leave. An employee who is a member of a reserve component of the Armed Forces who is required to enter upon active annual training duty or temporary special services shall be paid the difference between the amount of pay that is received from the federal or state government for such duty and the employee’s normal weekly earnings for the time lost while on such duty up to a maximum period of our (4) weeks per year.

Section 9.7 Industrial Accident Leave. An employee who is injured while in the course of employment or arising out of employment with the Employer, shall have all insurance benefits maintained during periods of industrial injury or until such time as eligible for social security disability benefits except such continuance shall not exceed one year.

Section 9.8 Parental Leave. Up to eight (8) hours of pay per calendar year will be granted to employees to attend school events of children included but not limited to school conference, sport activities and special events students may be involved in.

Section 9.9 Washington State Family and Medical Leave. Eligible employees are covered by Washington State’s Family and Medical Leave Program, RCW 50A.04. Eligibility for leave benefits is established by Washington State law. Premiums for benefits are established by law and will be paid by the Employer.

ARTICLE 10 – SENIORITY

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

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

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

Section 10.4 Seniority will be the determining factor for layoffs and recalls, determining hours of employment, vacation scheduling, promotions and reassignments.

ARTICLE 11 – PROMOTIONS, DEMOTIONS AND TRANSFERS

Section 11.1 Promotion is hereby defined as a move from a lower classification to a higher classification. It is the intention of the Employer to fill job vacancies from within before hiring new employees. Promotions shall be made on the basis of seniority and qualifications.

Section 11.2 An employee who is promoted to a higher classification shall receive the minimum of the new classification or a ten percent increase, whichever is higher. An employee so promoted shall serve a probationary period of thirty calendar days. After completion of the 30-day probationary period the employee shall either be considered permanent in the higher classification or restored to his/her former position without any loss of seniority or pay.

ARTICLE 12 – LAYOFF AND RECALL

Section 12.1 In the case of layoffs and rehires employees with the most seniority shall be retained or rehired.

Section 12.2 An employee shall be given two weeks' notice of layoff or two weeks' pay in lieu thereof.

Section 12.3 A laid-off employee shall be placed on a recall list for a period of one year. Upon expiration of the recall period the employee shall be considered terminated and shall be paid for accrued vacation time and unused sick leave as provided in this Agreement.

ARTICLE 13 – AUTOMATION

Section 13.1 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 installed as a result of these changes.

Section 13.2 In the event of proposed technological changes, such as the introduction of data processing equipment or computers, any new jobs/work 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. Except where modified by historical practice within a given office, duties performed within job classifications outlined in this Agreement will be performed only by employees working in those classifications. If no current category exists for the new position, the Employer shall negotiate a wage and classification level with the Union.

Section 13.3 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 initial vendor-

supplied training and/or any necessary additional training as determined by Employer for the purpose of operating the new equipment, if such training is provided in the Seattle area and/or area of employment, 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 13.4 The Employer agrees to comply with State and Federal laws which regulate working conditions for employees performing repetitious work.

ARTICLE 14 – EMPLOYMENT PRACTICES

Section 14.1 The Employer has the right to discharge for sufficient and reasonable cause. The Union shall be notified of any such discharge and the reasons therefore prior to such action.

Section 14.2 No employee shall be discharged during a period of vacation, sick leave or leave of absence.

Section 14.3 If, in accordance with the provisions of Article 19, it is found that an employee has been unjustly discharged, such employee shall be reinstated to his/her former position without any loss of seniority. He/She shall suffer no reduction in salary and shall be compensated for all time lost retroactive to the date of discharge.

Section 14.4 No employee will be discharged except for willful misconduct without two weeks' notice or two weeks' pay (including holiday pay when applicable) in lieu of the two weeks' notice.

Section 14.5 Employees with six months to one year of service shall give one week's notice of termination, unless otherwise mutually agreed. Employees with one or more years of service shall give two weeks' notice, unless otherwise mutually agreed. An employee failing to give the required notice may forfeit not to exceed two weeks of accrued vacation pay.

Section 14.6 Upon termination of employment, except discharge for willful misconduct, an employee who has given proper notice shall be compensated for forty percent (40%) of unused sick leave.

Section 14.7 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. Upon written request by an employee, copies of such notices shall be given to the employee within three (3) working days of the date of the request. The employee may be required by the Employer to sign such material, acknowledging receipt thereof. The employee's signature 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 14.8 Employees shall have the right to have their Union Representative or shop steward present at all disciplinary meetings, formal or informal.

ARTICLE 15 – WELFARE AND PENSION

Section 15.1 The Employer shall provide State Industrial Insurance coverage for all employees or comparable insurance for on-the-job injury.

Section 15.2 The Employer shall furnish and pay for medical, vision, prescription drug, and life insurance coverage through Puget Sound Benefits Trust for all eligible employees and their dependents, or equivalent health and welfare coverage at the employee's option. Employees who have worked 70 hours or more the preceding month shall be eligible for coverage. If a change in the medical insurance plan occurs, the Employer shall reimburse employees the cost of the deductible upon presentation of proof of payment.

Section 15.3 Dental. The Employer shall provide and pay Washington Teamsters Welfare Trust Plan C dental coverage for employee and family for each employee who works 70 hours or more the preceding month. At the employee's option equivalent dental coverage may be substituted.

Section 15.4 Regular part-time employees working less than 70 hours per month who otherwise would be eligible for medical and dental coverage will, at the end of each month, receive a lump sum payment of fifteen cents (\$0.15) for each hour worked during that month, such payments to be in lieu of medical and dental coverage.

Section 15.5 Western States Pension. The Employer agrees and shall be bound by all the terms, conditions, and provisions of the Trust Agreement and any changes, additions, amendments, or modifications thereto which are made by the authorized joint Trustees of the Western States Office and Professional Employees Pension Fund. The Employer shall pay into the Western States Office and Professional Employees Pension Fund a minimum of Six Dollars and Thirty Cents (\$3.50 hourly contribution plus \$2.80 per hour for the required 80% Supplemental Contribution as defined by the Fund's Rehabilitation Plan). Payments shall be made by the 15th of the following month. Employees may choose to defer all or part of their annual wage increase to the pension fund.

Section 15.5(a). The Employer shall also pay into the Building and Construction Trades Department Pension Plan for Local and State Councils for each bargaining unit employee to provide retirement benefits pursuant to provisions of the Building and Construction Trades Department Pension Plan for Local and State Councils. Payments shall be made on a monthly basis by the 10th of the following month.

Bargaining unit employees presently working for Washington State Building and Construction Trades Council the rate of contributions will be as follows:

Contributions will be fifteen percent (15%) of monthly gross wages.

For bargaining unit employees hired after May 2000, the rate of contributions will be five percent (5%) of gross monthly wages for the first twelve months of continuous employment,

ten percent (10%) of gross monthly wages for the second twelve months of continuous employment, and fifteen percent (15%) of gross monthly wages for the third twelve months of continuous employment and thereafter.

Section 15.6 Upon failure of the Employer to make any of the payments required by this Agreement, the Union may, ten days after written notification to the Employer of failure of such payments, undertake economic action against such defaulting Employer to enforce prompt payment, and such action shall not be deemed to be in violation of this Agreement or any of the provisions thereof.

Section 15.7 Salary Diversion. An amount may be elected by each employee as a reduction in the minimum salary schedule described in the Salary Schedule for the purpose of contributing such amount to the Office and Professional Employees Local 8 Supplemental Retirement Fund. The Employer agrees to transmit the amounts withheld from such employees' wages on a pre-tax basis as soon as the funds can be transmitted but not later than the next payroll period following an employee's written request for such wage diversion. Employees may elect to divert any amount up to the maximum threshold set by the IRS rules governing 401(k) plans. An employee shall be entitled to only one (1) election each quarter of a calendar year. The forms for the election shall be provided by the administrative office of the aforesaid Trust Fund. The resulting salary level shall be considered to be the negotiated salary level for that employee following the election. However, for purposes of determining any other amounts under this Agreement based upon wage level, the original amount described in the Salary Schedule will apply.

ARTICLE 16 – NONDISCRIMINATION

Section 16.1 The Employer will not discriminate against an employee for union activity.

Section 16.2 Neither the Union nor the Employer shall discriminate in matters of hiring, training, promotion, transfer, layoff, discharge or otherwise because of race, color, creed, national origin, sex or age.

Section 16.3 The Union and the Employer agree employees shall work in an environment free from unwarranted harassment or hostility.

ARTICLE 17 – COMPENSATION

Section 17.1 Employees will be classified according to skills used and shall be paid not less than the minimum for such classification in the table of job classifications and rates of pay in Schedule "A", attached hereto and made a part of this Agreement. Employees shall receive wage increases in accordance with the automatic length-of-service provisions of Schedule "A". The step raises in Schedule "A" expressed in calendar months apply to regular part-time as well as full-time employees.

Section 17.2 Any positions not covered by Schedule "A" or any positions which may be established during the life of this Agreement shall be subject to negotiations between the Employer and the Union. In the event the parties are unable to agree on the classification and

rate of pay for the job in question, the dispute shall be resolved by the arbitration procedure in this Agreement.

Section 17.3 Regular part-time employees shall receive vacations with pay, paid holidays and sick leave on the same basis as regular full-time employees, pro-rated to the number of hours worked per month.

Section 17.4 All wages listed in this Agreement are minimum wages and nothing in this Agreement shall be construed to prevent the Employer from paying more than the listed rates.

ARTICLE 18 – PAST PRACTICE

Nothing shall change in the current working conditions established by past practice without mutual agreement between the parties.

ARTICLE 19 – GRIEVANCE PROCEDURE

Section 19.1 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 reduced to writing and presented to the Employer within fifteen (15) days of the time the employee knew or should have reasonably known of the act or occurrence. The Union Representative and the Employer shall meet within five working days from the date the Employer received the grievance. The Union and Employer shall utilize conciliatory methods as may be mutually agreed upon between the parties to attempt to resolve the dispute. If the dispute is not resolved within five working days either party may refer the grievance to arbitration.

Step 2: The party desiring arbitration shall within five working days after the five working day period provided to resolve the grievance in Step 1 notify in writing the other that it desires arbitration of the unresolved grievance. If the Union and the Employer are unable to agree upon an arbitrator, request shall be made to the U.S. Mediation and Conciliation Service to name a panel from which the parties shall select an arbitrator. The decision of the arbitrator shall be final and binding on the parties. The parties shall bear the cost of any such arbitration equally between them.

Step 3: The parties may, by mutual agreement, extend the time limits.

ARTICLE 20 – SEPARABILITY

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

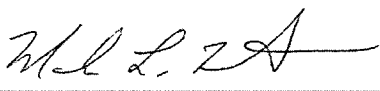
ARTICLE 21 – TERMINATION AND RENEWAL

This Agreement shall become effective as of April 1, 2021, and shall remain in effect until March 31, 2024, and shall thereafter automatically renew itself until either party shall give sixty (60) days' written notice prior to the anniversary date of his desire to terminate, modify or change this contract. Upon the giving of such notice, the parties shall proceed to negotiate a new contract, the terms of which shall be retroactive to the anniversary date.

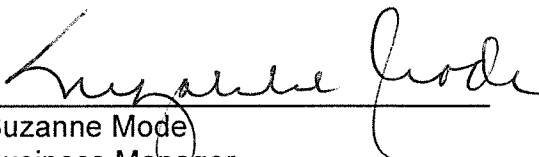
EXECUTED in Tacoma, Washington this 7 day of November 2023.

WASHINGTON STATE BUILDING AND
CONSTRUCTION TRADES COUNCIL

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

By 
Mark L. Riker
Executive Secretary

By 
Leslie Liddle
Union Representative

By 
Suzanne Mode
Business Manager

SCHEDULE “A”

<u>CLASSIFICATION</u>	<u>4-01-2021</u>	<u>4-01-2022</u>	<u>4-01-2023</u>
Administrative Secretary	\$43.57	\$44.88	\$46.23

Temporary Employees: Temporary employees are employees hired for peak work loads, leave of absence, illness or vacation replacements not to exceed 90 days. A temporary employee shall be compensated for each hour worked.

\$19.37

Such base rate shall be inclusive of all other benefits of this agreement. Temporary employees shall not have to join the union but shall pay a permit fee equivalent to union dues for each month worked.

LETTER OF UNDERSTANDING

It is mutually agreed between the Office and Professional Employees International Union Local 8 and Washington State Building and Construction Trades Council that the following changes will be made to the current agreement.

Current employee, Cheri Bookheimer, will be compensated for a cell phone package for up to a \$50.00 amount.


Signed this 7 day of November 2023.

**WASHINGTON STATE BUILDING AND
CONSTRUCTION TRADES COUNCIL**

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

By 

Mark L. Riker
Executive Secretary

By 

Leslie Liddle
Union Representative