



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

Tentative Agreement

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SOCIETY OF PROFESSIONAL ENGINEERING EMPLOYEES
IN AEROSPACE – IFPTE LOCAL 2001, AFL-CIO

AND

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

FOR THE PERIOD OF

JULY 1, ~~2017-2023~~ THROUGH JUNE 30, ~~2023~~2027?

COLLECTIVE BARGAINING AGREEMENT
SOCIETY OF PROFESSIONAL ENGINEERING EMPLOYEES
IN AEROSPACE - IFPTE Local 2001, AFL-CIO

This AGREEMENT is made and entered into at Seattle, Washington, this 1st day of July ~~2017~~2023, by and between SOCIETY OF PROFESSIONAL ENGINEERING EMPLOYEES IN AEROSPACE – IFPTE 2001, AFL-CIO, 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

WITNESSETH:

Section 1.1 The Employer agrees to recognize and hereby does 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 the appropriate bargaining unit herein established and described as follows: All office employees employed by the Employer, excluding elected officers, Executive Director, elected or hired business representatives, contract administrators, computer programmers, professional consultants, supervisors and other exempt employees as defined by the FLSA, and a confidential employee as defined by the National Labor Relations Act.

Section 1.2 For the purpose of administration of this Agreement, the employees' contact shall be the Executive Director or his/her designee.

Section 1.3 UNION LABEL. All communications of any type produced by Local 8 employees sent out of any office under this Agreement shall bear the Union label of the Office

and Professional Employees Local No. 8. Only OPEIU Bargaining unit members are authorized to use the OPEIU Union label. All official correspondence of the organization should be produced by employees covered by this Agreement. In no event shall bargaining unit employees suffer any loss in hours due to the aforementioned work being performed by anyone outside the bargaining unit.

Section 1.4 AGREEMENT REGARDING SPEEA WORK. As a routine SPEEA procedure, official correspondence, memos, minutes, flyers, Newsletters, SPOTLITES, etc. are to have final preparation by Local 8 bargaining unit members of the SPEEA Staff. This includes but is not limited to:

- Committee work which is for external committee use.
- Legislative/governmental correspondence and reports.
- Correspondence (letters, memos and minutes, flyers, posters, etc.) to members, Boeing, Council, Executive Board, etc.).
- Artwork and printing for outside (membership, public, etc.) distribution is to be done by local 8 bargaining unit members of the SPEEA Staff.

This does not include similar work performed in SPEEA offices outside the Puget Sound area. It is understood that there will be exceptions, which require flexibility in the process of production and completion of SPEEA work. This may include work performed for CESO. This flexibility will be allowed as long as the basic concepts of this understanding are followed and exceptions not abused.

ARTICLE 2

UNION SECURITY/UNION BUSINESS

Section 2.1 The Union Representative shall be allowed admission to Employer's premises covered by this Agreement at any reasonable time before or after working time for the purpose of investigating conditions relating to this Agreement, and the Business Representative will first make his presence known to the Employer.

Section 2.2 The Employer shall recognize the office steward who shows authority from the Union as a duly accredited union representative who, upon notifying the Employer or its designee, may investigate all grievances on Employer's premises during working hours. Such investigations of grievances will require approval from the Executive Director or his/her designee and shall be granted except where the investigation of grievances would interfere with the flow of work.

Section 2.3 The Employer agrees that all employees covered under this Agreement shall, as a condition of employment, thirty-one (31) days from the effective date of this Agreement, become and remain members of the Union in good standing. Temporary and on-call employees shall pay work permit fees in lieu of initiation fees up to one hundred twenty (120) calendar days when full initiation fees are due, in accordance with Local 8 Bylaws.

Section 2.4 The Employer further agrees that all new employees hired subsequent to the effective date of this Agreement shall, as a condition of employment, thirty-one (31) days from the date of employment become and remain members of the Union in good standing.

Section 2.5 The members of the Union Negotiating Committee, no more than two in number, shall be granted leave with pay from duty for all meetings between the Employer and the Union for the purpose of negotiating the terms of a contract, when such meetings take place at a time during which any such members are scheduled to be on duty. The Union agrees to reimburse the Employer at the actual wage rates of the employee Negotiating Committee members for lost time.

Section 2.6 LABOR MANAGEMENT MEETINGS. The parties hereby agree to hold meetings between labor and management at least twice annually. Management will be represented at labor-management meetings by the Executive Director and two additional participants selected by management. The Union will be represented by the Union Representative and two members of the bargaining Unit.

ARTICLE 3

UNION DEDUCTIONS

Section 3.1 ~~The Employer agrees to make payroll deductions for the Union's dues upon receipt by the Employer of a voluntary written assignment covering such deductions on a form mutually agreed to by the Union and the Employer. The Employer shall forward the dues deducted from the employees by check payable to OPEIU Local # 8 in accordance with the payday schedule applicable to the employees. Such assignment is to remain in effect until cancelled by the bargaining unit employee so signing in a written manner acceptable to the Employer. The Employer agrees to make monthly payroll deductions for the Union's dues upon receipt by the Employer of a voluntary written assignment covering such deductions on a form mutually agreed to by the Union and the Employer. Such assignment is to remain in effect until canceled by the bargaining unit employee so signing in a written manner acceptable to the Employer.~~

Section 3.2 In the event that the Union desires to change the amount of dues to be deducted, the Union will obtain written Employer approval of the proposed change prior to its becoming effective to payroll deduction.

Section 3.3 OPEIU LOCAL 8 PAC CHECK-OFF. 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.

Section 3.3(a) Deductions shall begin on the first pay period in the first month following receipt of check-off authorization and shall continue in a like manner until the check-off authorization is revoked by the employee in writing.

Section 3.4 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 once a month. 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 3.5 The Union expressly agrees to indemnify the Employer against any and all employee and governmental claims, demands, suits or other form of liability that arises out of or by reason of action taken or not taken by the Employer for the purpose of complying with this Agreement to deduct Union dues and PAC contributions. Both the Employer and the Union will utilize due diligence in administering and reviewing, respectively, the deduction system. In the event that the Union discovers administrative errors in Employer administration of the system, the Union will give the Employer prompt and timely notice of same, whereupon the Employer will endeavor to make reasonable corrections consistent with applicable state and federal law. Respecting Employer administration of the system, the Union expressly waives as against the Employer any and all claims, demands, suits or other forms of liability that may arise out of or by reason of good-faith action taken or not taken by the Employer for purposes of complying with this deduction Article.

Section 3.6 OPEIU 8 HARDSHIP FUND. The OPEIU Local 8 Hardship Fund provides assistance to Local 8 members experiencing an immediate, severe, and temporary financial situation due to an emergency. Hardship applications are available on the OPEIU Local 8 website.

The Employer agrees to deduct the specific sum from the salary of any member of the bargaining unit who voluntarily executes an OPEIU Local 8 Hardship Fund Check-Off Authorization form. The Employer will remit these deductions to OPEIU Local 8 along with a list of bargaining unit employees' names and amounts deducted no later than the 15th day following the last pay day of each month. The Union agrees to indemnify, defend and hold harmless SPEEA from and against all damages, demands, suits, judgments or other forms of liability arising from the operation of this section.

ARTICLE 4

HIRING, PROMOTION, REDUCTION IN FORCE AND DISCIPLINE AND DISCHARGE

Section 4.1 HIRING.

Section 4.1(a) The Employer agrees to post "Job Opening" notices of permanent job vacancies within the bargaining unit via email to all members of the unit, to include the Union office. Bargaining unit members shall be entitled to an automatic interview if they apply for the vacancy.

Section 4.1(b) It is agreed that the Employer will pay charges incident to the hiring of employees which are incurred due to a requirement of the Employer as follows: medical examination; and, if required, bonding.

Section 4.1(c) Regular full-time and regular part-time employees shall be hired on a

qualification period for the first six (6) months unless extended by mutual agreement between the employee and the Employer. Termination or discipline during this period will not be subject to review or grievance by the Union.

Section 4.1(d) The Employer agrees to consider, without discrimination, any qualified applicants whose names are submitted to it by the Union for a job vacancy.

Section 4.1(e) It is further agreed that the Employer has the final choice as to whom it hires, and shall notify the Union within three (3) working days of the hire of a new employee.

Section 4.2 PROMOTION.

Section 4.2(a) Where ability, job skill and duties to perform the required work are equal, seniority shall be observed as the determining factor in promotion or transfer.

Section 4.2(b) All promotions will be made on a thirty (30) day probation basis.

Section 4.3 REDUCTION IN FORCE.

Section 4.3(a) Where ability, job skill and duties to perform the required work are equal, seniority shall be observed as the determining factor in reductions in force, with persons having the least seniority being affected first.

Section 4.3(a)(1) Employees laid off shall receive severance benefits equal to one (1) week's pay at the current rate for every year employed up to a maximum of twenty-six (26) weeks' pay. This benefit will only be paid out once in any three-year period. In no case shall employees who have completed the qualifying period (probation) receive less than 2 weeks pay at their current rate.

Section 4.3(a)(2) The laid off employee's current package of health and welfare benefits shall be extended until the employee is covered under another plan, but no more than an additional three (3) months of coverage following the employee's SPEEA separation date.

Section 4.3(b) Layoff notice of sixty (60) days shall be given to employees affected by a reduction in force, or pay in lieu thereof, at the option of the Employer. Temporary employees shall not be retained during a period of layoff to perform work normally done by a bargaining unit employee.

Section 4.3(c) 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 new equipment installed as a result of these changes provided such training will preclude a reduction in force within the bargaining unit.

Section 4.3(d) In the event of proposed technical changes, such as the introduction of data processing equipment, computers or other automated office machines, the Employer agrees to discuss such changes with a Union representative in a timely manner. Any new full-time positions which are determined by the Employer to fall within the bargaining unit described in

Article 1, Section 1.1 will be posted in accordance with Section 4.1(a) of this Article.

Section 4.3(e) Employees on layoff status shall be rehired in the reverse order in which layoffs occur where ability to perform the required work is equal; provided that, the employee on layoff status has a current application for recall on file with the Employer. An application for recall must be renewed every one hundred eighty (180) calendar days. Return rights for such employees shall be limited to a period equal to the previous period of employment, but in no case shall it exceed three (3) years. Such employee on layoff status shall retain, but not increase, his or her seniority equal to the previous period of employment. Rehires under this section will be paid the wage rate applicable to the job in which they are assigned at the time of rehiring.

Section 4.4 DISCIPLINE AND DISCHARGE.

Section 4.4(a) Formal disciplinary action, which includes a written warning, will take place prior to termination for performance deficiencies. Any disciplinary action taken shall be preceded by a meeting with the employee concerning the reason for disciplinary action. Except in extreme instances, no discipline/discharge action shall be given without first allowing the employee to obtain the presence of his/her Union Representative.

Section 4.4(b) No employees shall be disciplined or discharged except for just cause after the qualification period. Upon termination, an employee shall receive written notice from the Employer or his agents stating the true cause of termination, a copy of which shall be forwarded to the Union.

Section 4.4(c) No notice of termination or pay in lieu thereof shall be required for the termination of any employee due to criminal acts, fraud, embezzlement or other acts of dishonesty of the employee. No accrued but not yet awarded vacation or sick leave credits shall be paid to an employee being terminated under this paragraph.

Section 4.4(d) If possible, the employee shall provide at least two (2) weeks' written notice to the Employer upon leaving employment. Failure to do so shall result in forfeiture of awarded sick leave credits not to exceed two (2) weeks. No accrued but not yet awarded vacation credits shall be payable to an employee who terminates employment at his or her choice without giving proper notice as provided in this section. There is no "accrued but not yet awarded vacation" for employees who were awarded vacation on their first day of employment.

Section 4.5 TRAINING AND EDUCATION.

Section 4.5(a) With prior approval of the Employer, employees will be reimbursed for the actual expense of tuition and books for off-hour classes which will give the employees the skills they can use to enhance their employment value. Reimbursement shall be made promptly after an employee presents the Employer with evidence of successful completion of the approved course of studies.

ARTICLE 5

SENIORITY

Section 5.1 For the purpose of vacation preference, seniority shall be the determining factor; however, such seniority rights must be exercised ~~within the first three months~~ by January 31st of the each calendar year. Beginning ~~with April~~ February 1 of each year, an employee regardless of seniority may reserve a vacation time period, subject only to constraints elsewhere herein or prior reservation by another employee with more seniority. 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 5.2 Seniority shall be determined from the most recent date of hire. However, an employee who leaves employment and then returns within a time period equal to or less than the previous period of employment shall be given credit for the total period of employment for purposes of vacation, vacation preference, consideration for promotion to higher jobs and layoffs.

Section 5.3 Where ability, job skill and duties to perform the required work are equal, seniority shall be observed as the determining factor in promoting or transfer, as also provided in Section 4.2.

Section 5.4 Where ability, job skill and duties to perform the required work are equal, seniority shall be observed as the determining factor in reductions in force, with persons having the least seniority being affected first, as also provided in Section 4.3.

ARTICLE 6

HOLIDAYS

Section 6.1 Holidays will be observed that are identical to those provided for SPEEA bargaining unit members in the collective bargaining agreements between SPEEA and The Boeing Company in the Puget Sound area with the addition of Martin Luther King Jr. Day, but in no event shall the number of holidays be reduced from the level set by the ~~2016-~~ 2022existing Boeing/SPEEA Technical and Professional contracts unless and until the Employer and the Union meet and agree upon such reduction.

Ordinary calendar variations which cause a fluctuation in the number of holidays from year to year will not be considered a reduction of holidays.

Section 6.2 Work on holidays shall be on triple time (regular hourly rate times three) for hours worked.

Section 6.3 If a holiday, as provided in Section 6.1, falls during an employee's regularly scheduled vacation, that holiday will not be counted as a vacation day.

Section 6.4 In addition to the holidays indicated above, the Employer agrees to provide each

regular full-time employee who has completed a full year of service one paid personal holiday during each subsequent year. This personal holiday shall be taken on a day mutually agreeable to the Employer and the employee.

ARTICLE 7

LEAVE, JURY DUTY AND WITNESS SERVICE

Section 7.1 SICK LEAVE.

Section 7.1(a) Sick leave with pay shall be granted for non-FLSA exempt employees on the basis of actual reasonable need cumulative to eighty-five (85) workdays (637.5 hours). It shall accrue at the rate of one (1) day (7.5 hours) per month and be awarded at the end of each full month of employment. Exempt employees shall accrue one (1) day (8 hours) of sick leave per month and shall use it in eight (8) hour increments.

Section 7.1(b) Sick leave shall be approved by the Employer for the following purposes: medical, optical or dental examinations and/or treatment, surgery, illness and convalescence; maternity/paternity leave of the employee, or illness or death (bereavement) of a member of the employee's immediate family. The Employer will allow employee sick leave to be used for medical and dental appointments of members of the employee's immediate family.

Section 7.1(c) Employees may convert up to four (4) days in a calendar year, in half-day increments if requested, for personal business.

Section 7.1(d) Upon severance of employment under this agreement except as provided in Section 4.4(c), the employee shall be compensated for all awarded and unused sick leave up to a maximum of fifty (50) days at the full rate and fifty percent (50%) of the balance over fifty (50) days of their awarded and unused sick leave. If the bargaining unit member is promoted out of the unit but remains an employee of SPEEA, said compensation will be calculated at the pay rate in effect on the date the employee left the unit and held in trust by the Employer until the employee attains full status in the new position (for example passes probation or similar qualifying period). If the employee fails to attain full status in the non-bargaining unit position, said compensation will be dispersed (if the employee leaves SPEEA employment) or recredited into the employee's account (if the employee reverts back to a bargaining unit position). Additional accrued and unused sick leave may be compensated upon termination at the Employer's discretion. Probationary employees under this agreement who are not moved to the regular payroll shall not be paid for unused sick leave upon severance.

Section 7.2 JURY DUTY AND WITNESS SERVICE PAY.

Section 7.2(a) JURY DUTY. An employee absent from work due to required jury duty will be paid for such lost hours at his or her current straight time base rate, up to a maximum of eight hours per day, for each regular workday the government body that summoned the employee for jury duty pays the employee. Fees received for jury duty will not be deducted from such pay. The employee will furnish to the Employer evidence satisfactory to the Employer showing the performance of jury duty that meets the requirements of this Section 7.2(a).

Section 7.2(b) WITNESS SERVICE. An employee absent from work in order to comply with a subpoena as a witness in a federal or state court of law in the state in which he or she is working or residing will be paid for such lost hours at his or her current straight time base rate up to a maximum of eight (8) hours per day, for each regular workday for which he or she is paid a daily witness fee. Witness fees will not be deducted from such pay. An employee is not entitled to pay under this Section 7.2(b) in circumstances where the employee (1) is called as a witness against the Employer or its interests; (2) is called as a witness on his or her own behalf in an action in which he or she is a party; (3) voluntarily seeks to testify as a witness; or (4) is a witness in a case arising from or related to his or her outside employment or outside business activities. The employee will furnish to the Employer evidence satisfactory to the Employer showing his or her attendance as a witness that meets the requirements of this Section 7.2(b).

Section 7.2(c) Employees required to testify at depositions, hearings, or in court on work-related matters shall, in addition to regular wages, be reimbursed for parking and mileage from their SPEEA work location to the site of the hearing.

Section 7.3 LEAVES OF ABSENCE.

Section 7.3(a) Leave of absence will be considered and granted by the Employer on a case-by-case basis. Length of such leave and return rights will be determined by the Employer after discussion with the employee prior to the leave commencing.

Section 7.3(b) It is the Employer and the Union's intent to comply with the Family Leave Act. Pursuant to the Family Leave Act, employees on leave of absence not exceeding six months shall be allowed to return to their former position. Any alleged violations of the health/parental leave provision shall be submitted to the grievance procedure.

Section 7.3(c) MATERNITY/PATERNITY LEAVE. Employees may choose to either self fund a maternity/paternity leave through use of sick leave, vacation or comp time, or invoke the paid leave available through this article, but not both. In the event that the employee selects to use this article, the Employer shall provide 12 contiguous weeks of paid leave for use in the time period surrounding the birth or adoption of a child. If such leave would cause an extraordinary hardship for the Employer, alternative arrangements will be made to provide the employee with a functionally equivalent leave. Under no circumstances shall utilizing this leave result in the employee receiving higher compensation than she/he would be entitled to if working the employee's ordinary schedule (For example: a part-time employee would receive a pro-rated leave based upon their schedule.)

Section 7.4 BEREAVEMENT LEAVE. Any employee suffering a death in the "family" (as defined by the employee) shall be allowed up to three days' leave from work with pay at the regular rate. These three days may be supplemented by sick leave pursuant to Article 7.

Section 7.5 PAID LEAVE DONATIONS. The parties agree to create the following Paid Leave Donation provision effective July 1, 2009. The continuation of this provision is subject to an annual review by the Employer during the term of the contract.

PAID LEAVE DONATIONS. An employee may request to donate a portion of their Paid Time

Off (PTO) to another employee when it is needed for illness, medical reasons or other family emergency.

- 1) Donations and Needs Requests shall be made through the SPEEA Comptroller. The Comptroller shall publicize the Need Request to the bargaining unit keeping the identity of the Need Recipient as confidential as practicable. Because SPEEA is a small Employer, confidentiality cannot be guaranteed. Submitting a Need Request shall constitute a waiver of all rights to pursue litigation against SPEEA for any resulting breaches of confidentiality.
- 2) The donating employee may only donate leave accrued in excess of 40 hours.
- 3) No solicitation for time shall be allowed.
- 4) Donations shall be accepted in the order in which they are received in no less than half day increments up to five (5) full days.
- 5) Donors and recipients shall remain anonymous to the extent possible.
- 6) Donations not used within sixty (60) days shall revert to the donor.

The following formula will be used to calculate the donation.

Number of hours donated (X) wage of donor/wage of recipient = hours donated.

ARTICLE 8

REGULAR, TEMPORARY AND PART-TIME EMPLOYEES

Section 8.1 A regular employee is a person who has been in the employ of the Employer full-time for a period of over one hundred twenty (120) calendar days. Such employee shall be entitled to full benefits under the terms of the Agreement accrued from the date of employment.

Section 8.2 Temporary employees are employees hired for a specific period of time, not to exceed one hundred twenty (120) days. The Employer shall notify the Union in writing of all employees temporarily hired, and give the specified time period for such hiring. If, prior to the end of the one hundred and twenty (120) days, the Employer determines that the temporary job is to become permanent, it shall be subject to the three (3) days posting and seniority provisions of Article 5 of this agreement. The one hundred twenty (120) day period can be extended upon mutual agreement between the Union and the employer. The employee selected to fill the job opening shall receive the applicable rate plus fringe benefits from that time forward.

Section 8.2(a) The Employer agrees that temporary/on call employees shall not be hired for the purposes of displacing regular full-time employees or avoiding filling full-time or regular part-time positions. Bargaining unit employees shall have first right of refusal of overtime work.

Section 8.3 A regular part-time employee is an employee who works less than the regular seven and one-half (7 ½) hour 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 more than 500 hours in any one calendar year. Such employee shall be entitled to pro rata leave and vacation, grievance rights, and preference in full-time employment consideration in the event such employee is qualified. ~~Part~~ Part-time employees who are scheduled for eighty (80) hours or more a month, shall be entitled to Health and Welfare.

Section 8.4 In the event that the Employer decides to hire part-time employees; the Union may choose to reopen part-time employee prorated medical and dental insurance package premiums.

ARTICLE 9

HOURS OF WORK

Section 9.1 The regular workday shall consist of seven and one-half (7 ½) hours of working time and a lunch break, to be worked between the hours of 6:00 a.m. and 9:00 p.m. as directed by the Employer. The regular workweek shall consist of thirty-seven and one-half (37 ½) hours. Premium rates of pay for hours worked in excess of the above at the direction of the Employer shall be as follows:

Section 9.1(a) For employees working regular hours, hours worked in excess of seven and one-half (7 ½) hours in any workday, Monday through Friday inclusive, shall be paid at a rate equal to one and one-half (1 ½) times the employee's regular hourly rate. All hours worked in excess of nine and one-half (9 ½) hours in any workday, Monday through Friday inclusive, shall be paid at a rate equal to two (2) times the employee's regular hourly rate. For employees working flexible hours, time and a half will only be paid after both 7.5 hours and the scheduled hours for the day have been worked. Overtime hours for employees working flexible hours beyond two in a given day will be paid at a rate equal to two (2) times the employee's regular hourly rate. At the employee's option, and with management approval, flex time in lieu of overtime pay may be taken if used within the same workweek as earned. Flex time will be calculated at regular rate.

Section 9.1(b) All time worked on Saturday at the direction of the Employer up to seven and one-half (7 ½) hours shall be paid at a rate equal to one and one-half (1 ½) times the employee's regular hourly rate. Hours worked in excess of seven and one-half hours on Saturday shall be paid at two (2) times the hourly rate.

Section 9.1(c) All time worked on Sunday at the direction of the Employer shall be paid at two (2) times the employee's hourly rate.

Section 9.1(d) The Employer will make reasonable efforts to ensure that employees who will be asked to work overtime have at least one (1) hour notice of such overtime.

Section 9.1(e) Where overtime is required so employees can fill-in for employees who cannot report for work, the Employer will first solicit volunteers to fill the available hours. When more than one employee volunteers, the Employer will offer the hours to the most senior qualified volunteer. If there are no volunteers, the Employer will assign all such work to all members of the bargaining unit on a rotation basis beginning with the least senior employee qualified to do

the available work. The Employer will arrange a schedule based on the above, and employees will fill the evening receptionist position in rotation per that schedule, if volunteers are not obtained. The Employer recognizes that such overtime assignment may be an inconvenience to employees who carpool and will endeavor to allow such employees to arrange alternate transportation.

Section 9.2 Employees ordered to report to work shall receive not less than three and one-half (3 ½) hour's pay at the applicable rate. If an employee returns to work after lunch, the employee will be guaranteed a full day's pay if sent home by the Employer.

Section 9.3 The established lunch period shall either be thirty (30) minutes or one (1) hour as identified per the employees' schedule. Lunch periods shall not be compensable. Employees shall take their lunch periods after three (3) hours and prior to the end of five (5) hours in their work shift except in unusual situations where prior agreement has been reached between the employee and the Employer.

Section 9.4 Two daily relief periods of fifteen minutes each shall be allowed, one to be taken mid-morning, the other in mid-afternoon, for each of the employees covered by this Agreement. Relief periods are part of work time and are not to be considered additive for the purpose of flexing time.

Section 9.5 Subject to prior notification by the employee, work time of less than a full day missed for personal reasons may be made up within the Monday through Friday work week that is missed by using either sick leave or vacation (where applicable), or the flexing of overtime worked within that week. On the day the makeup time is worked, no overtime or other additional compensation will be paid, unless the total hours worked on that day exceed a total of seven and one-half (7 ½) hours worked plus the makeup hours worked. Breaks and lunches are not to be considered additive for the purpose of flexing time. Utilization of this section is subject to management approval/disapproval.

Section 9.6 TELECOMMUTING. Telecommuting may be allowed with the mutual agreement of the Employer, and employee. Either the employer or employee may terminate the telecommuting agreement with four (4) week's notice and return to regular work location.

ARTICLE 10

VACATION PLAN

Section 10.1 Vacation with pay shall be awarded to each employee on their original hire date and each subsequent employment anniversary date per the following schedule:

<u>Length of Service</u>	<u>Annual Vacation Award</u>
0 – 4 years	10 days
5 – 9 years	12 days
10 – 11 years	15 days
12 – 13 years	16 days
14 – 15 years	17 days

16 – 17 years	18 days
18 – 19 years	20 days
20 – 21 years	21 days
22 – 23 years	22 days
24 – 25 years	23 days
26 – 27 years	24 days
28 – 29 years	25 days

(After 30 years employment, 1 day additional for every 2 years worked)

Vacation with pay for part-time employees shall be awarded per the above schedule, with payment determined from the total number of hours worked during the year immediately preceding each anniversary date. Upon termination for any reason (where “termination” means “no longer employed by SPEEA”), employees shall receive payment for unused awarded vacation and accrued but not yet awarded vacation prorated from the employee's anniversary date, except as specified in Sections 4.4(c) and 4.4(d). There is no “accrued but not yet awarded vacation” for employees who were awarded vacation on their first day of employment.

Section 10.2 Vacations shall be taken at a time mutually agreeable to the Employer and employee after his or her employment anniversary date. The Employer shall act on vacation requests within ten (10) business days of receipt of such request. The Employer's failure to respond within the stated time limits shall be interpreted as an affirmative response.

Section 10.3 Previously awarded annual vacation credits which remain unused on the employee's anniversary date will be carried forward to the following year, up to a maximum amount equal to the number of credits the employee was awarded on his or her previous employment anniversary date in accordance with Section 10.1.

Section 10.4 Every effort will be made to allow each employee to take vacation every year.

Section 10.4(a) Employees are responsible for being aware of their vacation balances and ensuring they use vacation in a manner that precludes loss of vacation awards. Employees may request their vacation balance at any time. Management will make reasonable efforts to notify employees when they are approaching possible losses of vacation awards.

Section 10.4(b) In special and extraordinary circumstances, and at management discretion, an employee may receive payment in lieu of vacation or be granted vacation that would otherwise be lost. However the primary goal and practice will be for employees to use awarded vacation in a timely manner.

Section 10.5 The Employer shall make available an annual vacation schedule in order to comply with Section 5.1 allowing senior employees to exercise their seniority for purposes of vacation preference.

ARTICLE 11

HEALTH AND WELFARE

Section 11.1 MEDICAL INSURANCE.

Section 11.1(a) The Employer will offer participation in either the Puget Sound Benefits Trust \$150 deductible/\$15 co-pay PPO Plan or Kaiser Foundation Health Plan of WA, PSBT Vision, Dental and Prescription Maximum Plan. Employees must elect which medical plan they desire to participate in. ~~Effective July 1, 2017 t~~The Employer agrees to pay all premiums for such plans.

Section 11.1(b) OPEN PERIOD. Annual open periods, as determined by the provider, shall be granted to allow each employee to elect to join either Kaiser Foundation Health Plan of WA or Puget Sound Benefits Trust. If an employee exercises this option to change health and welfare coverage, the Employer agrees to coordinate premium payments to provide continuous coverage for the employee.

Section 11.2 DENTAL INSURANCE. The dental plan is the Washington Dental Service incentive plan without orthodontial coverage purchased through PSBT.

Section 11.2(a) ORTHODONTIA COVERAGE. After an employee has completed one full year of service as a regular full-time employee, he or she will become eligible for orthodontia benefits. If an employee or dependent requires orthodontia care, the Employer agrees to pay fifty percent (50%) of the charges up to an aggregate \$1,500 lifetime maximum benefit per person.

Section 11.3 NATIONAL HEALTH INSURANCE. In the event National Health Insurance legislation is enacted during the term of this Agreement, all moneys expended for the present health and welfare benefits shall automatically be subject to negotiations between the Employer and the Union for other benefits except that portion of these moneys necessary to provide the National Health Insurance.

Section 11.4(a) LIFE INSURANCE AND AD&D. The Employer agrees to provide each full-time bargaining unit employee basic life insurance in the amount of two and one quarter (2 ¼) times the employee's annual salary, prorated in the case of part-time employees. An additional two (2) times an employee's annual salary will be provided in an Accidental Death and Dismemberment provision to the life insurance policy. The ability to convert the policy will be offered upon employee's retirement.

Section 11.4(b) SUPPLEMENTAL LIFE INSURANCE. The Employer agrees, to the extent possible, to provide access to Supplemental Life Insurance at the employee's expense in the same amount and manner as that offered to SPEEA members.

Section 11.5 PART-TIME EMPLOYEES. Any employee working less than eighty (80) hours per month shall have no health and welfare contributions made in their behalf by the Employer.

Section 11.6 WASHINGTON STATE INDUSTRIAL COVERAGE. All employees shall be covered under the Washington State Industrial Act or the comparable law of the state in which the employee is employed by the employer.

Section 11.7 LONG-TERM DISABILITY INSURANCE. The Employer will provide long-term

disability Insurance with the premium being completely borne by the Employer. To an employee who qualifies for this disability benefit, the benefit will provide 66 2/3% of salary ~~up to a maximum of \$10,000~~ per month benefit. A qualified disabled employee will be eligible for these benefits after 90 days of continuous disability up to the age of 65 or to the end of the disability, whichever is sooner.

Section 11.8 SHORT-TERM DISABILITY INCOME CONTINUATION BENEFITS. The Employer will provide salary continuation benefits during periods of total disability. Employees will be eligible for benefits after a two-week waiting period. Benefits may continue for a maximum of 13 weeks from the disability (11 weeks of benefits). Benefits will be equal to eighty percent (80%) of base pay. Other accrued benefits (e.g. vacation and sick leave) may be used on a pro rata basis during the two-week waiting period and during the benefits period to supplement benefits to provide 100% salary.

The employer will have the right to request certification of the disability in a form that is acceptable to the employer.

Section 11.9 VISION CARE. Vision Care is offered by Puget Sound Benefits Trust (PSBT) to participants in Kaiser Foundation Health Plan of WA or the PPO.

Section 11.9(a) VISION PROGRAM. Employees with either of the Puget Sound Benefits Trust Medical Plans will have the Vision Program added. In addition, vision program covered employees will have an allowance of \$135 per year (~~\$810~~ per life of this contract) available to cover costs not covered by Kaiser Foundation Health Plan of WA or PSBT Vision Plan. Any unused benefit may be carried forward for not ~~more than six (6) years~~ to exceed the life of this contract.

Section 11.10 RETIREE MEDICAL BENEFITS.

Section 11.10(a) Effective July 1, ~~2017~~2023, the Employer will pay ~~one two~~ hundred seventy-five dollars (~~\$175~~275) per month towards medical coverage to an employee retiring with eleven (11) years of service and at least age fifty five (55); provided however, such employee shall have been actively employed by the employer in the month immediately preceding the month in which he/she retires. Payments will stop when the retiree reaches age 65 or becomes eligible for Medicare.

Further, commencing with the month in which the employee becomes eligible for Medicare, the Employer shall pay ~~one two~~ hundred dollars (~~\$100~~200) per month to an employee retiring from SPEEA after age fifty five (55) with no less than twelve (12) years of service. This amount will be increased by ~~ten twenty ten~~ dollars (~~\$10210~~) per month for each additional year of service beyond eleven (11) years up to a maximum of ~~two fivethree~~ hundred ~~fifty fifty~~ dollars (~~\$250500~~350) per month.

Section 11.10(b) The “age fifty five (55)” requirements in this section will be waived for any individual who retires from SPEEA and whose combined retirement age and SPEEA service equal eighty (80) or more.

Section 11.11 Health Reimbursement Arrangement (HRA). In addition to the other benefits

provided in Article 11, the Employer agrees to establish a Health Reimbursement Arrangement for each employee. Annually, on January 1st, one thousand dollars (\$1000) will be available for reimbursement of eligible uncovered or uninsured medical expenses listed in IRS publication 502. To protect employee privacy, the Employer shall seek to have this benefit administered by a third party. As such, access to funds from these accounts shall be subject to the rules and regulations of the third party administrator. Employees may be required to submit written proof that they have incurred an expense that is qualified for reimbursement under the plan (i.e. a copy of their insurance Explanation of Benefits or an itemized statement from the provider). On subsequent anniversaries (January 1), the HRA will reset to the one thousand dollar (\$1000) maximum threshold, effectively eliminating any remaining balance if any existed prior to the anniversary.

Section 11.12 Flexible Savings Account (FSA). In addition to the other benefits provided in Article 11, the company shall grant the employees the ability to withhold up to the maximum amount allowed by the I.R.S. per year for the purposes of paying for uncovered medical expenses on a tax-free basis.

The plan will reimburse eligible uncovered or uninsured medical expenses listed in IRS publication 502. To protect employee privacy, the Employer shall seek to have this benefit administered by a third party. Administration of these accounts shall be subject to the rules and regulations of the third party administrator. As such, employees may be required to submit written proof that they have incurred an expense that is qualified for reimbursement under the plan (i.e., a copy of their insurance Explanation of Benefits or an itemized statement from the provider). The employee must also sign a written statement that the expense has not been reimbursed, or is not reimbursable, under any other health plan coverage.

The Employer will permit the two and one-half (2 ½) month extension to extend the deadline for reimbursement of health expenses up to two and one-half (2 ½) months after the end of the plan year. After the end of the two and one-half (2 ½) month extension, all unspent funds will be forfeited by the employee to the employer. The Employer will then apply any remainder funds to: (1) any unfunded but expended withdrawals (employee took out more than he/she paid into the account); (2) administrative costs of the plan; and then (3) any remaining funds will be donated to the SPEEA Cares Fund.

Section 11.13 The parties agree to re-open Article 11 in the event that they mutually agree to make adjustments to this Article.

ARTICLE 12

SALARY SCHEDULE

Section 12.1 PAY RATES.

Section 12.1(a) As of the effective date of this Agreement, the minimum starting wages of an employee being hired into the OPEIU bargaining unit will be \$43,748.46/per year unless otherwise negotiated with the Union.

Section 12.1(b) The minimum hire-in wage for part-time employees who work less than

twenty (20) hours per week shall be \$22.44 per hour.

Section 12.2 WAGE INCREASES, PROMOTIONAL POOL & LUMP SUM PAY.

Section 12.2(a) LUMP SUM PAYMENT. Effective July 1 of each year of this contract, a “Lump Sum Payment” will be determined by weighted average of all bargaining unit Lump Sum Payments for SPEEA represented employees in the period from June 1 of the preceding year through May 31 of the current year. “Lump Sum Payment” is any cash or cash equivalent award given to an entire bargaining unit whether calculated as a percentage of wages or a fixed amount or calculated as “days” of pay. Fixed amounts will be distributed as fixed amounts based upon the weighted average of the bargaining units that received them.

The Union shall provide the Employer an advisory list of all lump sum payments received by SPEEA bargaining units that they believe should be considered for this calculation, by the second Friday in June of each year. This lump sum amount shall be paid to all employees prior to August 1 of each year.

The term weighted average for purposes of this Article, refers to a calculation that gives each SPEEA bargaining unit proportional relevance based upon the number of represented employees in the bargaining unit compared to all SPEEA represented employees at the time of the calculation.

Section 12.2(b) WAGE INCREASE CALCULATION. Effective July 1 of each year of the contract, a “Total Wage Pool” will be determined by weighted average of all bargaining unit base wage increases for SPEEA represented employees in the period from June 1 of the preceding year through May 31 of the current year as identified in SPEEA member collective bargaining agreements and/or interim bargaining agreements (MOUs, MOAs, etc.).

There shall be a general salary increase percentage that will be equal to sixty-six percent (66%) of the “Total Wage Pool” (rounded down to the nearest half percent (0.5%)). The remaining funds shall constitute the Selective Wage Pool.

Effective July 1 of each year of the contract, eligible employees shall receive a general salary increase as defined in this Section.

Effective each July 1, the Selective Wage Pool as defined in this Section shall be distributed within the bargaining unit by the Executive Director. The criteria used for distribution of the Selective Wage Pool are at the sole discretion of the Executive Director.

Section 12.2(c) PROMOTIONAL POOL CALCULATION. Effective July 1 of each year of the contract, a “promotional wage pool” will be determined by weighted average of all bargaining unit promotional pool increases for SPEEA represented employees in the period from June 1 of the preceding year through May 31 of the current year as identified in SPEEA member collective bargaining agreements and/or interim bargaining agreements (MOUs, MOAs, etc.).

This promotional pool shall be distributed by the Executive Director to bargaining unit members who have experienced a positive change of status with the employer (promotion, assumption

of greater duties, completion of educational program that benefits the employer, etc.). By June 15 of each contract year, the Union shall submit an advisory list of bargaining unit members that it believes should be eligible for the Promotional Pool. On July 1 of each year of the contract, the promotional pool shall be distributed to those deemed eligible by the Executive Director. If any portion of this promotional pool is not distributed pursuant to this section, it shall be used to provide promotional increases prior to the start of the next contract year and/or added to the Selective Wage Pool during the next contract year.

Section 12.2(d) OUT OF SEQUENCE WAGE INCREASES. At any point during the term of this agreement, the Union may request a market based salary adjustment for any or all of the members of the bargaining unit. The Union may initiate this process by notifying the Executive Director in writing. A meeting shall be convened with the Executive Director within 30 days if practicable. After the Union presents its case, the Executive Director shall provide a response to the request within 45 days if practicable. This total process shall not take longer than 90 days unless the parties mutually agree to extend the timeline. The decision of the Employer is not subject to appeal.

Section 12.2(e) ELIGIBILITY. Unless noted otherwise in a particular section, "eligible bargaining unit employees" for purposes of this agreement shall mean those employees on active payroll status on June 30th of each contract year; and those who were on an approved leave of absence of ninety (90) calendar days or less on June 30th of each contract year.

Section 12.3 COST OF LIVING ADJUSTMENTS. Employees will receive Cost of Living Adjustments equivalent to the Cost of Living Adjustments provided for SPEEA Professional Unit members in the collective bargaining agreement between SPEEA and The Boeing Company in the Puget Sound area as stated in the ~~2016-2022~~existing SPEEA/Boeing Professional Unit Contract.

Section 12.4 Any employee who is promoted shall not receive any reduction in pay because of such promotion.

Section 12.5 Employees will be compensated for all time spent in transit while on travel requested by the Employer during regularly scheduled work hours. Additional compensation will be determined and mutually agreed upon before travel. Travel expenses shall be reimbursed according to SPEEA Executive Board Policy and Procedures.

Section 12.6 Nothing in this Agreement shall preclude the Employer from paying an individual employee more than the present rate of pay for his or her classification in recognition of merit or length of service with the Employer.

~~Section 12.7 Any employee in a lead position shall be paid a minimum of ten percent (10%) above the regular wage rate.~~

Section 12.87 CELL PHONE ALLOWANCE. All bargaining unit members will receive a cell phone allowance of one hundred dollars (\$100) per month.

ARTICLE 13

RETIREMENT SAVINGS PLAN

Section 13.1 PLAN CONTINUATION. The Employer agrees to continue for the duration of the contract a 401(k) salary deferral plan.

Section 13.1(a) ELIGIBLE EMPLOYEES. All regular, full-time employees in the collective bargaining unit defined in Article 1 of this Agreement will be eligible. For purposes of Article 13, a full-time employee is defined as any employee who works at least an average of fourteen (14) hours per week.

Section 13.1(b) PARTICIPATION REQUIREMENTS. Participation in the Plan is entirely voluntary. Eligible employees may elect to become members of the Plan effective the first of the month following their date of employment.

Section 13.1(c) MEMBER ELECTIVE CONTRIBUTIONS. Plan members may elect to have a portion of their base pay converted into Member Elective Contributions each payday, to the extent allowable by the IRS for elective deferrals to section 401(k) plans. Each member's total compensation for the payroll period shall be reduced by the amount which he or she has elected to have converted into Member Elective Contributions and contributed to the Plan. "Base pay" (or "compensation," as defined in the Plan) will include retroactive base wage adjustments but will not include overtime pay, lump sum, per diem, pay in lieu of vacation and similar payments, which are in addition to "base rate." The employee's percentage rate of Member Elective Contributions in effect on the date a retroactive wage adjustment is paid will determine the amount of any additional contributions to the Plan.

The first eight percent (8%) of base pay converted into Member Elective Contributions shall be a "basic deferral" contribution and the remainder of any Member Elective Contributions shall be a "supplemental deferral" contribution.

Section 13.1(d) EMPLOYER CONTRIBUTIONS. The Employer will contribute to the account of each member an amount equal to seventy five percent (75%) of the member's basic deferral contribution. The Employer will contribute an additional one hundred seventy five dollars (\$175) to each member's 401(k) accounts per month.

Section 13.2 PENSION PLAN. ~~Effective July 1, 2017 and each month thereafter, t~~The Employer will pay three percent (3%) of base pay and overtime and four and one half percent (4.5%) of base pay for each eligible employee into a retirement fund in addition to any other retirement and/or savings program provided by this Agreement. Base pay will not include overtime, any lump-sum bonus payments or pay in lieu of vacation benefits. The Employer agrees to pay the cost of administration of the fund.

ARTICLE 14

NON-DISCRIMINATION

Section 14.1 The Employer agrees that it will not discriminate against an employee because of his or her activity as a member of the Office and Professional Employees International Union Local No. 8.

Section 14.2 The Union and the Employer, in carrying out their obligations under this contract, shall not discriminate in matters of hiring, training, promotion, transfer, layoff, discharge or otherwise because of race, color, creed, national origin, sex, disability, marital status, sexual orientation or age.

Section 14.3 The Employer agrees to the principal of equal pay for equal work and agrees that there will be no discrimination exercised in this respect.

Section 14.4 ANTI-HARASSMENT. The Union and the Employer agree employees shall work in an environment free from unwarranted harassment of any kind that is within the control of the parties.

ARTICLE 15

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 16

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.

ARTICLE 17

GRIEVANCE PROCEDURE

Section 17.1 It is agreed that should any controversies arise between the parties to this Agreement as to its interpretation or application or as to any matters related to wages, hours, working conditions provided for in this Agreement, the same shall be referred to a committee of one (1) representative named by the Employer and one(1) representative named by the Union.

Should these two be unable to agree within a period of seven (7) days, they shall immediately select a disinterested third party to serve with them as a Board of Arbitration, said Board within seven (7) days to render a decision that shall be final and binding. During such proceedings there shall be no cessation of work. A challenge shall in no way prevent or delay the Employer from implementing its interpretations of this contract.

Section 17.2(a) In the event the committee cannot agree upon the selection of an arbitrator within fifteen (15) days from the date of referral of the controversy to the committee, the arbitrator shall be selected in the following manner: The Federal Mediation & Conciliation Service shall be jointly requested by the parties to name a panel of seven (7) arbitrators. The parties shall then choose the arbitrator by the Employer and the Union, in that order, alternately striking a name from the list until one name remains as the arbitrator chosen by the parties and empowered to arbitrate the dispute.

Section 17.2(b) When the issue to be arbitrated involves layoff, suspension of termination, the parties will make reasonable efforts to have the arbitration hearing within ninety (90) days of the joint request to the FMCS.

Section 17.3 The arbitrator shall be authorized to rule and issue a decision and award in writing on any issue presented for arbitration, including the arbitrability of an issue. The arbitrator's decision and award shall be final and binding upon both parties to this Agreement, provided however, in arriving at such decision neither of the parties nor the arbitrator shall have the authority to alter this Agreement in whole or in part. The arbitrator's fees and expenses, the cost of any hearing room, and the cost of a shorthand reporter and the original transcript if requested by the arbitrator shall be borne equally by the Employer and the Union.

Section 17.4 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 17.5 GRIEVANCE MEDIATION. The parties may, by mutual agreement without forfeiting the right to proceed to arbitration, use grievance mediation of contractual disputes upon mutually agreed upon terms prior to implementing Section 17.2. FMCS mediators will be used as the grievance mediators.

ARTICLE 18

RIGHTS OF EMPLOYER

Section 18.1 The management of SPEEA and the direction of the workforce is vested exclusively in the Employer or the Employer's designee subject to the terms of this Agreement. All matters not expressly covered by the language of this Agreement may be administered for its duration by the Employer or the Employer's designee in accordance with such policy and/or procedure as the Employer from time to time may determine. The terms and conditions of this Agreement are minimums and the Employer shall be free to grant more favorable terms and conditions.

Section 18.2 Included in the above-specified Employer rights is the right to subcontract or to determine the work to be performed by the employee and the location where such work is to be performed, which right shall be absolute and not be subject to arbitration.

Section 18.3 Employer shall have the sole right to reduce work, direct workforce, size and composition of workforce, hours of work and all other matters during working hours.

ARTICLE 19

NO-STRIKE PROVISION

The Union agrees that during the term of this Agreement, neither the Union nor its members will directly or indirectly authorize, instigate, aid, condone or engage in a work stoppage, slow-down, picketing, or strike. The Employer agrees that during the same period, there shall be no lockouts.

ARTICLE 20

HEALTH AND SAFETY

The Employer and the Union recognize that the work environment may have either a positive or negative impact on the workforce and its output. It is intended that work environment complaints be handled informally. However, unresolved complaints may be processed through the grievance procedure outlined in Article 17 of the contract.

ARTICLE 21

TERMINATION AND RENEWAL

Section 21.1 This Agreement shall be in full force and effect through June 30, ~~2023~~2027 and shall continue in effect from year to year thereafter unless either party gives notice in writing at least sixty (60) days prior to any expiration or modification date of its desire to terminate or modify such 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 provision to the contrary notwithstanding.

Section 21.2 The Employer shall have the option of sixty (60) day extensions of the Agreement in the event at the expiration date it is then engaged in negotiations on behalf of its members. It is recognized however, that in any future negotiations on wages, July 1, ~~2023~~2027 would be the new date for negotiations.

EXECUTED at Seattle, Washington this _____ day of ~~October 2017~~ December 2023.

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

**SOCIETY OF PROFESSIONAL
ENGINEERING EMPLOYEES IN
AEROSPACE – IFPTE 2001, AFL-CIO**

By _____
~~Suzanne Modelda Kovacic~~
~~Business Manager~~
Union
Representative

By _____
Ryan Rule
President

By _____
Suzanne Mode
Business Manager

By _____
Ray Goforth
Executive Director

By _____
Elaine Carlson
Negotiating Committee

By _____
Pauline Tamblyn
Comptroller

By _____
Amber Musselman
Negotiating Committee

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psiel#1239/afl-cio

~~TO: OPEIU Local 8 Bargaining Unit Members~~

~~SUBJECT: Agreement Between SPEEA/OPEIU Local 8 Regarding SPEEA Work~~

~~As a routine SPEEA procedure, official correspondence, memos, minutes, flyers, Newsletters, SPOTLITES, etc. are to have final preparation by Local 8 bargaining unit members of the SPEEA Staff. This includes but is not limited to:~~

- ~~• Committee work which is for external committee use.~~
- ~~• Legislative/governmental correspondence and reports.~~
- ~~• Correspondence (letters, memos and minutes, flyers, posters, etc.) to members, Boeing, Council, Executive Board, etc.)~~
- ~~• Artwork and printing for outside (membership, public, etc.) distribution is to be done by local 8 bargaining unit members of the SPEEA Staff.~~

~~This does not include similar work performed in SPEEA offices outside the Puget Sound area. It is understood that there will be exceptions, which require flexibility in the process of production and completion of SPEEA work. This may include work performed for GESO. This flexibility will be allowed as long as the basic concepts of this understanding are followed and~~

~~exceptions not abused.~~

EXECUTED at Seattle, Washington this _____ day of October 2017.

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

~~SOCIETY OF PROFESSIONAL
ENGINEERING EMPLOYEES IN
AEROSPACE – IFPTE 2001, AFL-CIO~~

By _____
~~— Suzanne Mode
— Business Manager~~

By _____
~~— Ryan Rule
— President~~

psiel#1239/afl-cio

~~LETTER OF UNDERSTANDING~~

~~BETWEEN~~

~~SOCIETY OF PROFESSIONAL ENGINEERING EMPLOYEES ASSOCIATION IN
AEROSPACE – IFPTE 2001, AFL-CIO~~

~~AND~~

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

~~The parties agree to create the following Paid Leave Donation provision effective July 1, 2009. The continuation of this provision is subject to an annual review by the Employer during the term of the contract.~~

~~PAID LEAVE DONATIONS.— An employee may request to donate a portion of their Paid Time Off (PTO) to another employee when it is needed for illness, medical reasons or other family emergency.—~~

- ~~1) Donations and Needs Requests shall be made through the SPEEA Comptroller. The Comptroller shall publicize the Need Request to the bargaining unit keeping the identity of the Need Recipient as confidential as practicable. Because SPEEA is a small~~

~~Employer, confidentiality cannot be guaranteed. Submitting a Need Request shall constitute a waiver of all rights to pursue litigation against SPEEA for any resulting breaches of confidentiality.~~

- ~~2) The donating employee may only donate leave accrued in excess of 40 hours.~~
- ~~3) No solicitation for time shall be allowed.~~
- ~~4) Donations shall be accepted in the order in which they are received in no less than half-day increments up to five (5) full days.~~
- ~~5) Donors and recipients shall remain anonymous to the extent possible.~~
- ~~6) Donations not used within sixty (60) days shall revert to the donor.~~

~~The following formula will be used to calculate the donation.—~~

~~*Number of hours donated (X) wage of donor/wage of recipient = hours donated.*~~

~~EXECUTED at Seattle, Washington this _____ day of October 2017.~~

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

~~**SOCIETY OF PROFESSIONAL
ENGINEERING EMPLOYEES IN
AEROSPACE – IFPTE 2001, AFL-CIO**~~

~~By _____
—Suzanne Mode
—Business Manager~~

~~By _____
—Ryan Rule
—President~~

psiel#1239/afl-cio

~~**LETTER OF UNDERSTANDING
BETWEEN**~~

~~**SOCIETY OF PROFESSIONAL ENGINEERING EMPLOYEES ASSOCIATION IN
AEROSPACE – IFPTE 2001, AFL-CIO**~~

~~**AND**~~

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

~~The Office and Professional Employees Intentional Union Local 8, hereinafter known as the "Union," and Society of Professional Engineering Employees in Aerospace – IFPTE 2001, AFL-CIO (SPEEA), hereinafter known as the "Employer," hereby agree to the following:~~

~~**Section 3.1**—The Employer agrees to make payroll deductions for the Union's dues upon receipt by the Employer of a voluntary written assignment covering such deductions on a form mutually agreed to by the Union and the Employer.—The Employer shall forward the dues deducted from the employees by check—payable to OPEIU Local # 8 in accordance with the payday schedule applicable—~~

TENTATIVE AGREEMENT
OPEIU LOCAL 8 – SPEEA

~~to the employees. Such assignment is to remain in effect until cancelled by the bargaining unit employee so signing in a written manner acceptable to the Employer.~~

EXECUTED at Seattle, Washington this _____ day of October 2017.

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

~~SOCIETY OF PROFESSIONAL
ENGINEERING EMPLOYEES IN
AEROSPACE – IFPTE 2001, AFL-CIO~~

By _____
— Suzanne Mode
— Business Manager

By _____
— Ryan Rule
— President

psiel#1239/afl-cio

**MEMORANDUM OF UNDERSTANDING on SPECIAL LOCATION ADJUSTMENT
BETWEEN
SOCIETY OF PROFESSIONAL ENGINEERING EMPLOYEES ASSOCIATION IN
AEROSPACE
AND
OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL NO. 8**

PURPOSE:

The purpose of this MOU is to preserve the purchasing power for staff who is assigned to live in a location more expensive than their base location. For the purposes of this document, the base location is defined as Seattle. This Special Location Adjustment (SLA) process is modeled upon Boeing's PRO 6281 but is simplified for SPEEA's purposes. This SLA does not cover repeated travel assignments where the employee is expected to return to the base location regularly or not expected to permanently relocate to the other location. This SLA does not cover assignments in locations where SPEEA maintains offices (in other words, when an employee is assigned to work permanently in an established office).

APPLICATION:

When SPEEA dispatches an employee to live in a new location with an expected duration of four (4) months or longer, the following calculation will be performed:

- 1) Utilizing the most recent Special Location Allowance table referenced by Boeing PRO 6281, the cost of living in the base location (Seattle) will be compared to the assigned location.
- 2) SLA payment is authorized if there is an index differential of 7% or greater between the base and assigned locations.

EXAMPLE #1: SPEEA assigns an employee to live in Boston. If the Boeing PRO 6281 table sets the base Seattle SLA at 116, and SPEEA dispatched an employee live in Boston (with a SLA of 126), the differential would be 10%. This 10% pay differential would be added to the employee's pay for the duration of the assignment. This SLA will supplant any other location assistance the employee might otherwise be entitled to (ex. Per Diem). Upon change of the location assignment, the SLA would disappear from the employee's compensation.

EXAMPLE #2: SPEEA assigns an employee to live in Portland. The Seattle SLA is 116. Portland Oregon's SLA is 108. The employee's cost of living has actually declined with this location assignment, so no SLA would be authorized.

EXAMPLE #3: SPEEA assigns an employee to live in Fairfax, Virginia. The Puget Sound SLA is 116, Fairfax Virginia's SLA is 117. The employee's cost of living went up 1%, but no SLA would be authorized because this cost of living difference didn't hit the 7% threshold.

- 3) The resulting SLA payments will be calculated initially upon assignment to the SLA location. That calculated amount will stay the same for the duration of the assignment. The SLA payment will cease when the assignment to the SLA eligible location ceases.

For the purpose of starting and stopping SLA payments, the SLA payment will be made if SPEEA required the employee to live in an assigned SLA eligible location for five (5) or more working days in a given pay period.

- 4) The SLA payment received by an employee is a distinct payment over and above normal compensation for a single purpose (maintenance of purchasing power while assigned by SPEEA to live in a more expensive location). No other benefit the employee is entitled to (ex. 401k contributions) will be grossed up to reflect this SLA pay differential beyond that required by law (ex. payroll taxes). The SLA payment will be noted on the paystub as a distinct (non-salary) payment.

EXECUTED at Seattle, Washington this _____ day of ~~October 2017~~ December 2023.

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

**SOCIETY OF PROFESSIONAL
ENGINEERING EMPLOYEES IN
AEROSPACE – IFPTE 2001, AFL-CIO**

By _____
~~Suzanne Modelda Kovacic~~
~~Business Manager Union~~
Representative

By _____
Ryan Rule
President

[psiel#1239/afl-cio](#)

LETTER OF UNDERSTANDING
BETWEEN
THE SOCIETY OF PROFESSIONAL ENGINEERING EMPLOYEES IN AEROSPACE
(SPEEA), IFPTE LOCAL 2001
AND
THE OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 8

In an effort to make sick leave utilization more consistent between SPEEA’s exempt and hourly staff, Ray Goforth has been working on an idea to make sick leave utilization more consistent between SPEEA’s exempt and hourly staff. He brought his idea to the Executive Board and received approval if the OPEIU Local 8 Unit is amenable.

Exempt staff have more flexibility on how to handle personal and family health-related issues due to being paid on a salary basis and the nature of their work which allows them to do a lot outside of the SPEEA office.

Hourly staff has sick leave (accrual of one day per month) and 13 weeks of short-term disability at 80% pay following a two-week qualification period. Granting short-term disability is at the employer’s discretion, but Ray has administered this liberally in the past.

The problem Ray would like to address is when an employee does not have enough leave to cover the two-week qualification period in order to receive short-term disability benefits (80% pay for up to 13 weeks). This puts employees in the situation of having to take care of health issues without receiving a paycheck or postpone medical care until they can save up leave.

PROPOSED SOLUTION

If the two-week qualification period for short-term disability benefits were eliminated, OPEIU staff could choose to use their available sick leave OR take use short-term disability (80% pay). This would eliminate the issue of not having enough leave and provide better benefits than Washington’s new Paid Family and Medical Leave benefit (12 weeks with 7-day waiting period and max \$1,000 a week).

If the group is amenable, Ray would implement this for one-year to make sure it works as intended. A Labor/Management meeting will take place 6 months after implementation to see if any changes are needed. At the end of the year, the experiment can continue if both SPEEA and OPEIU Local 8 agree, or the experiment ends if either party wishes.

Members of the OPEIU Local 8 bargaining unit met and agreed to the proposed changes on Jan. 21, 2020.

EXECUTED at Seattle, Washington this _____ day of ~~October 2017~~ December 2023.

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

SOCIETY OF PROFESSIONAL
ENGINEERING EMPLOYEES IN
AEROSPACE – IFPTE 2001, AFL-CIO

TENTATIVE AGREEMENT
OPEIU LOCAL 8 – SPEEA

By _____
Suzanne Mode Ida Kovacic
Business Manager Union
Representative

By _____
Ryan Rule
President

LETTER OF UNDERSTANDING
BETWEEN
SOCIETY OF PROFESSIONAL ENGINEERING EMPLOYEES ASSOCIATION IN
AEROSPACE
AND
OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL NO. 8

The Employer, Society of Professional Engineering Employees Association in Aerospace - SPEEA/IFPTE 2001, AFL-CIO and the Union, Office and Professional Employees International Union Local No. 8, AFL-CIO hereby agree to the following:

Effective September 1, 2006, Lori Dupuis, currently employed by the Employer as a Graphic/Web Designer shall be treated as an exempt employee. As an FLSA Exempt employee, time off and time worked are recorded/debited in whole-day increments.

As an FLSA exempt employee, the following conditions shall apply to Lori Dupuis:

1. Work week - The work week shall be assigned by the Executive Director, but shall normally be comprised of five (5) consecutive days of eight (8) hours within nine (9) consecutive hours. An alternative work week may be proposed by Lori (e.g. four ten hour days) subject to final approval by the Executive Director.
2. Meal Period - Employees shall be allowed a sixty (60) minute meal period which shall be taken on their own time during their work shift.
3. Overtime - The Employer shall maintain the overtime policy in effect as of the execution date of this Agreement. That policy shall be as set forth within the Employer's staff Policy Manual and shall be incorporated by reference into this Agreement. Overtime shall be reimbursed at a rate equal to the employee's regular straight-time rate plus six dollars and fifty cents (\$6.50) per hour worked or accumulated at the employee's ~~regular~~ regular straight-time rate for compensatory time off. The hourly overtime rate for employees exceeding 144 overtime hours in any calendar quarter will be straight time plus \$15.00 per hour for those hours worked over the 144 hour threshold during that same calendar quarter. It is the responsibility of the employee (or their designee) to request such pay.
4. Compensatory Time Off - Employees may accumulate a maximum of thirty (30) workdays of compensatory time without prior written consent of the Employer.
5. Compensatory time off shall be granted by the Employer in accordance with the efficient and effective operation of the office.
6. Upon termination for any reason, employees shall receive payment at straight time for all hours of compensatory time off accumulated to a maximum of forty (40) days except as provided in Section 4.4(c).

TENTATIVE AGREEMENT
OPEIU LOCAL 8 – SPEEA

7. Once each calendar quarter, an employee may elect to receive pay at the employee's current hourly rate for up to forty (40) hours of previously accrued, but unused compensatory time.

8. No notice of termination or pay in lieu thereof shall be required for the termination of any employees due to criminal acts, fraud, embezzlement or other acts of dishonesty of the employee. No accrued but not yet awarded vacation credits shall be paid to an employee being terminated under this Section. Compensatory time up to the amount of alleged fraud or embezzlement amounts shall be retained by the Employer until such debts are reimbursed.

EXECUTED at Seattle, Washington this _____ day of ~~October 2017~~ December 2023.

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

**SOCIETY OF PROFESSIONAL
ENGINEERING EMPLOYEES IN
AEROSPACE – IFPTE 2001, AFL-CIO**

By _____
~~Suzanne Modelda Kovacic~~
~~Business Manager~~Union
Representative

By _____
Ryan Rule
President

LETTER OF UNDERSTANDING
BETWEEN
THE SOCIETY OF PROFESSIONAL ENGINEERING EMPLOYEES IN AEROSPACE (SPEEA),
IFPTE LOCAL 2001
AND
THE OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 8

Upon ratification of this agreement, the Employer shall pay a one-time lump sum bonus in the amount of \$3,335 to each member of the bargaining unit on the payroll or having retired since July 1, 2023 (excluding any who voluntarily quit or terminated for failing probation).

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

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