



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

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

BREMERTON METAL TRADES COUNCIL

AND

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

FOR THE PERIOD OF

OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2023

COLLECTIVE BARGAINING AGREEMENT
OPEIU LOCAL 8 – BREMERTON METAL TRADES COUNCIL

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COLLECTIVE BARGAINING AGREEMENT

BREMERTON METAL TRADES COUNCIL

THIS AGREEMENT is made and entered into at Bremerton, Washington, this 1st day of October, 2020 by and between the **OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 8 AFL-CIO, CLC**, hereinafter referred to as the "Union" and **BREMERTON METAL TRADES COUNCIL, AFL-CIO** its successors and assigns, hereinafter referred to as the "Employer."

PREAMBLE

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

Now, therefore be it mutually agreed to as follows:

ARTICLE 1

UNION RECOGNITION

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

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

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

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

ARTICLE 2

UNION SECURITY

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

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

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

Section 2.4 It is further agreed that the Employer has the final choice as to whom he hires, and shall notify the Union within seventy-two (72) hours of hire of a new employee, Saturday, Sunday and holidays excepted.

ARTICLE 3

STATUS QUO

Section 3.1 No employee shall suffer any loss in wages, hours, conditions, privileges, and/or benefits by adoption of this Agreement.

ARTICLE 4

COMPENSATION

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

<u>Regular Employees</u>	<u>10-01-2020</u>
Hourly wage	\$ 28.74
Temporary Employees	\$ 19.10

Section 4.2 The Employer agrees that pay periods be as mutually agreed upon in writing between the Employer and employees.

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

Section 4.4 Effective October 1, 2021 the employee and the above referenced schedule will receive an increase equivalent to the same percentage as the Ship Yard employees or a minimum of two percent (2%).

Effective October 1, 2022 the employee and the above referenced schedule will receive an increase equivalent to the same percentage as the Ship Yard employees or a minimum of two percent (2%).

ARTICLE 5

WORK SCHEDULE AND OVERTIME

Section 5.1 The regular hours of work shall not exceed eight (8) hours in any one-day, to be worked within eight (8) consecutive hours between 6:00 a.m. and 5:00 p.m., nor forty (40) hours in any one (1) week, Monday through Friday, inclusive.

Section 5.2 Occasional overtime shall be paid at time and a half. Occasional overtime shall not exceed one (1) hour per day, nor exceed three (3) hours per week. All other work performed in excess of eight (8) hours a day, and on Saturday and Sunday shall be paid for at double time. Time off for holidays, sick leave, or vacation shall be considered as time worked in computation of overtime pay. A request by the Employer for an employee to work overtime must be made no later than noon, for work the next day whenever possible.

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

Section 5.4 Lunch period shall be at least one-half (1/2) hour, but not more than one (1) hour. Employees will not be required to take their lunch period earlier than three (3) hours after starting work, nor later than three (3) hours before quitting time. The Parties agree to paid meal periods that vary from and supersede the paid meal period requirements of WAC 296-126-092. Should an employee desire to work a straight shift, such employees will not receive a scheduled meal period and will be permitted to eat intermittently as time allows during their shift while remaining on duty. Paid meal periods for employees on straight shifts do not require relief from duty.

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

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

Section 5.7 Employees hours of work may be flexed during a work week. Additionally, the parties agree that work schedules of work shifts of different numbers of hours may be established upon request of the employee and if the alternative work schedule meets the requirements of federal and state law.

Section 5.8 The parties agree that telecommuting (or remote working) enhances employee productivity and satisfaction. The parties agree that such agreement shall be made between the Council President and the Employee and shall, at the least, include one (1) day per week of on-site working.

ARTICLE 6

HOLIDAYS

Section 6.1 All employees shall receive the following holidays with pay: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day,

Veterans Day, Thanksgiving Day, and Christmas Day, as well as any other day observed as a holiday by the Employer. All worked performed on any of the above enumerated holidays shall be compensated for at the full eight (8) hours working day at twice the regular rate of pay.

Section 6.2 When a holiday falls on a Saturday or Sunday, either the preceding Friday or the following Monday is to be considered a holiday--the choice to be that of the Employer.

ARTICLE 7

VACATIONS

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

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

(a)	1 – 3 years	15 working days
(b)	3 – 5 years	20 working days
(c)	5 – 15 years	25 working days
(d)	15 or more years	30 working days

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

Section 7.4 Seniority shall apply in the choice of vacation time, but shall be worked out to the mutual agreement of Employer and employees as long as the less senior person has the skills and ability to perform the job.

Section 7.5 Upon termination, an employee shall receive prorated vacation pay accumulated on the above basis.

Section 7.6 Part-time employees shall receive vacation prorated to number of hours regularly worked per day.

Section 7.7 Vacation leave may be used for sick leave purposes in the same manner as the use of accrued sick leave.

ARTICLE 8

SICK LEAVE, BEREAVEMENT LEAVE, AND LEAVE OF ABSENCE

Section 8.1 ELIGIBILITY. All employees shall accrue sick leave beginning with their first day of employment. Employees are entitled to use accrued paid sick leave beginning on the ninetieth calendar day after the commencement of their employment.

Section 8.2 Sick leave without loss of pay shall be accumulated at the rate of two (2) hours per week and can be accrued to a maximum of three hundred and sixty (360) hours. Sick

leave shall continue to accrue during periods of illness and vacation. Sick leave shall be used in case of bona fide illness, or injury and for bona fide doctor and dentist appointments for employees and dependents of employees. Sick leave can be used as paid time off (PTO) for mandatory Federal furlough days or ship yard closures.

Section 8.2(a) Sick leave shall be approved by the Employer for the following:

- (1) To cover an absence resulting from an Employee's mental or physical illness, injury, or health condition, to accommodate the Employee's need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition; or an employee's need for preventative care;
- (2) To allow the Employee to provide care for a family member with a mental or physical illness, injury or health conditions; care of a family member who needs medical diagnosis, care or treatment of a mental or physical illness, or injury, or health condition; or care for a family member who needs preventative medical care;
- (3) When the Employee's place of business has closed by order of a public official for any health-related reason, or when the Employee's child's school or place of care has been closed for such a reason;
- (4) To cover an absence that qualified for leave under the domestic violence leave act;
- (5) Dental and optical examination and/or treatment of the employee, spouse/partner and dependent children.

Section 8.2(b) "Family member" is defined as a child or parent (including biological, adopted, foster, step or legal guardian), a spouse, domestic partner as defined by Washington State law, spouse's/partner's parent, grandparent, grandchild or sibling.

Section 8.2(c) If the illness/injury exceeds five (5) working days or if abuse of sick leave is suspected, the Employer reserves the right to require verification from a medical provider or other comparable 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 laws. Employer-request verification may not result in an unreasonable burden or expense to the employee.

Section 8.3 Bereavement leave without loss of pay shall be granted to a maximum of four (4) workdays for each death in the employee's family member as defined in this Article. Bereavement leave shall not be charged against accrued sick leave.

Section 8.4 The Employer shall grant leave(s) of absence without pay for a reasonable length of time upon the request of any employee with justifiable grounds. The request shall be in writing and submitted to the Employer three (3) full work days prior the absence.

Section 8.5 It is the responsibility of the Employee(s) to notify the President and request sick leave within the first two (2) hours of the first day of absence.

Section 8.6 In the event of the regular employee's absence, the President or his alternates may call in the Temporary employee after the third day or sooner if the workload necessitates it.

Section 8.7 The Employer agrees to grant maternity/paternity leave in accordance with state and federal law. Employees shall retain and accumulate seniority during such leave. An additional leave of absence may be granted, if the employee provides justification for the additional leave. Employees on maternity/paternity leave will be allowed to use accumulated sick leave and vacation.

Any new hires made to replace an employee on maternity/paternity leave shall be advised at time of hire that their employment may be temporary.

Section 8.8 Part-time employees shall receive sick leave prorated to the number of hours regularly worked per day.

Section 8.9 WASHINGTON PAID FAMILY AND MEDICAL LEAVE. Employees shall be granted up to twelve (12) weeks of paid family leave to care and bond within twelve (12) months of the birth, adoption or placement of a child younger than eighteen (18) years of age, and to care for oneself, a dependent, spouse, domestic partner or parent with a serious illness or injury. An additional two (2) weeks of leave will be available when the leave is a result of pregnancy complications. Employees are eligible for up to sixteen (16) weeks of leave when family and medical leave are used in combination. For example, an expecting mother could use eight (8) weeks of medical leave for bed rest. The mother could then use an additional eight (8) weeks of family leave after giving birth to care and bond with the new child. Health and welfare benefits shall remain in full force and affect during such leave but employees shall not accrue vacation or sick leave while out on unpaid leave.

Employees shall receive compensation while out on this leave from the Washington State Employment Security Department. The Employer shall pay the full premium amount for each bargaining unit employee. An employee may choose to use their accrued sick leave to supplement the state's compensation when taking Washington Paid Family and Medical Leave. The Employer will continue to pay the Employee's full cost of the Employee's medical, dental and vision plans for both employee and dependents during any leave taken under this Section.

ARTICLE 9

HEALTH AND WELFARE BENEFITS

Section 9.1 The Employer agrees to pay one hundred percent (100%) of a medical plan of the employee's choosing for regular full-time employee(s). The Employer will pay one hundred percent (100%) of a dental plan and vision plan for Employee and dependents. Regular part-time employees will be eligible for medical to be paid on a pro-rated basis.

ARTICLE 10

PENSION AND SUPPLEMENTAL RETIREMENT PLANS

Section 10.1 The Employer shall pay into the Western States Office and Professional Employees Pension Fund for each bargaining unit employee for the purpose of providing retirement benefits for eligible employees pursuant to provisions of the Western States Office and Professional Employees Pension Fund. Payments shall be made by the 15th of the following month. Payments shall be in the following amount: the Employer shall contribute seven dollars and fifteen cents (\$7.15) (\$3.97 hourly contribution plus \$3.18 per hour for the required 80% Supplemental Contribution defined by the Fund's Rehabilitation Plan) per compensable hour on all hours each bargaining unit employee hourly base wage as set forth in Article 4.

Additionally, the Employer agrees to and shall be bound by all terms, conditions, and provisions of the Trust Agreement and any changes, additions amendments or modification thereto which are made by the authorized Trustees of the Western States Office and Professional Employees Pension Fund.

Section 10.2 The parties agree to continue the SEP IRA supplemental retirement plan and the Employer agrees to contribute eight hundred dollars (\$800.00) per month to the agreed upon plan. The parties agree that this provision will remain in effect only through the term of this agreement and any extension thereto.

ARTICLE 11

SENIORITY

Section 11.1 New employees shall be on probation for thirty (30) calendar days from the date of hiring.

Section 11.2 During the thirty (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 thirty (30) day period without any recourse whatsoever. After completion of the thirty (30) day probationary period, seniority shall be effective as of the original date of employment.

Section 11.3 Seniority shall mean length of continuous service with the Employer and shall be cumulative on an office-wide basis.

Section 11.4 Seniority shall be observed in promotions, layoffs, rehires and all other pertinent things.

ARTICLE 12

EMPLOYMENT PRACTICES

Section 12.1 No employee shall be disciplined or discharged except for just cause.

Employees shall be given two (2) weeks' notice or two (2) weeks' pay in lieu of such notice. Regular employees who desire to voluntarily terminate their employment shall give the Employer two (2) weeks' notice prior to the termination date selected and, if requested by the Employer, shall, during the period of notice, assist with the training of replacement.

Failure on the part of an employee to give the required notice and/or failure on the part of the employee to fully assist in the training of the replacement employee may result in the forfeiture of accrued vacation pay. No employee shall be given notice of discipline or discharge while on paid sick leave, vacation or leave of absence.

Section 12.2 Employees discharged by the Employer shall, upon written request made within ten (10) days of notice of discharge, be given a written statement of the reason(s) for discharge within five (5) working days from the date of receipt of the request.

Section 12.3 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, however, shall not be construed as an admission of guilt or concurrence, but rather shall be an indication that the employee has seen and comprehends the gravity of disciplinary action taken or the substance of performance evaluations. If requested by the employee, the Union shall be notified of all warning letters.

Section 12.4 Employees shall have the right to have their Union Representative or Shop Steward present at all disciplinary meetings, formal or informal. It is the employee's responsibility to request the presence of a Union Representative or Shop Steward.

ARTICLE 13

GRIEVANCE PROCEDURE

Section 13.1 Grievances are defined as disputes arising between the Employer and the employee(s) or between the Employer and the Union with respect to the interpretation or application of the terms of this Agreement. Disputes shall be settled according to the following procedures:

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

Step 2. Disputes not settled in Step 1 shall be reduced to writing and referred to the Union Representative and the representative designated by the Employer within five (5) days from the date the grievance was taken up with the immediate supervisor. The Union and Employer representatives shall utilize conciliatory methods as may be

mutually agreed upon between the parties to attempt to resolve the dispute. If the dispute is not resolved within five (5) days, the grievance will be referred to Step 3.

Step 3. The party desiring arbitration shall within five (5) days after the five (5) day period provided to resolve the grievance at the Step 2 level, notify in writing the other that it desires arbitration of the unresolved grievance. If the Union and the Employer are unable to agree upon an arbitrator, request shall be made to the U.S. Mediation and Conciliation Service to name a panel of not less than five (5) impartial persons, from which the parties shall select an arbitrator by the process of elimination, each in turn striking a name from the panel until but one (1) remains.

The arbitrator shall not have the right or power to change any term of this Agreement or impose upon the Employer any obligation not expressly assumed hereunder nor shall such arbitrator have the right to deprive the Employer of any expressed or implied right reserved to it herein.

In each case submitted for arbitration, the arbitrator must make findings setting forth the reasons for the decision. The decision of the arbitrator shall be final and binding on the parties to this Agreement. The parties shall bear the cost of any such arbitration equally between them.

Section 13.2 Grievances not processed within the time limits set forth herein shall be deemed waived. The parties may, by mutual agreement, in writing, extend the time limits.

ARTICLE 14

SEPARABILITY

Section 14.1 In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the expressed intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE 15

STEWARDS

Section 15.1 The Employer recognizes the right of the Union to designate a Steward. The Employer will agree to such reasonable arrangements as will be necessary for the Steward to promptly and expeditiously carry out his/her duties. The Steward shall not be recognized by the Employer until the Union has notified the Employer in writing of the selection of a Steward.

Section 15.2 The parties acknowledge the general proposition that the Shop Steward shall be allowed reasonable periods of time to transact union business during working hours (including investigations of grievances). Reasonable periods of time shall be fifteen (15) minutes, unless otherwise approved by management.

ARTICLE 16

UNION VISITS

Section 16.1 A Union Representative shall have the privilege of conferring privately with an employee during working hours (period not to exceed fifteen (15) minutes) to investigate working conditions in the office and to ascertain whether the provisions of the Agreement are being complied with. Appropriate arrangements will be negotiated to deal with security requirements in the Federal Workplace.

ARTICLE 17

AUTOMATION

Section 17.1 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. Cost of such training shall be at the Employer's expense.

ARTICLE 18

EQUAL EMPLOYMENT OPPORTUNITY

Section 18.1 The Employer reaffirms its commitment to a policy of equal employment opportunity for all of its employees and employee applicants consistent with its obligation under federal, state and local law. In all matters affecting employment and application for employment, the Employer actively seeks to assure everyone equal treatment regardless of that person's age, sex, marital status, race, creed, color, national origin, or the presence of any sensory mental or physical handicap, which does not interfere with the ability to perform the requirements of a position, with particular regard to the terms and conditions of employment, including administration of rates of compensation, access to training and qualifying curriculum, and opportunities for advancement.

Section 18.2 The Union and the Employer agree that in no way does this statement override the Union's security clause of this Agreement.

ARTICLE 19

PARKING

Section 19.1 The Employer agrees to provide parking for bargaining unit employees at no cost for the life of this Agreement.

ARTICLE 20

TRAVEL PAY – PER DIEM

Section 20.1 The Employer agrees that, in the event any employee is required to use his/her privately owned vehicle on official business for the Employer, the employee will be compensated at the rate established by the U.S. Internal Revenue Service for each mile driven or fraction thereof. Proof of said use will be provided to the Employer prior to payment.

ARTICLE 21

PICKET LINES

Section 21.1 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 21.2 It shall not be considered a violation of this Agreement for an employee to refuse to perform work detoured to the office from a firm that has been placed on the Unfair List of any labor organization.

ARTICLE 22

LOCK-OUTS

Section 22.1 There shall be no lock-outs by the Employer during the term of this Agreement.

ARTICLE 23

EDUCATION

Section 23.1 After three (3) years of continuous employment, regular employees will be eligible for up to seven hundred fifty (\$750.00) dollars in reimbursable expenses per year for paid education to further develop job skills specifically relating to the current position as determined by the Employer.

ARTICLE 24

SUCCESSORS

Section 24.1 In the event the Employer shall, by merger, consolidation, Trusteeship imposed upon the Employer, or by any other means enter into an agreement with another Local, International or individual which, in whole or part, affects the existing appropriate collective bargaining unit, then such successor shall be bound by each and every provision of this Agreement. The Employer shall have an affirmative duty to call this provision of the Agreement to the attention of any group with which it seeks to make such an agreement as aforementioned.


ARTICLE 25

TERMINATION AND RENEWAL

Section 25.1 This Agreement shall become effective the first day of October 2020 and shall remain in effect until September 30, 2023 and thereafter from year to year unless reopened by written notice by either party to the other at least sixty (60) days prior to September 30, 2023 the termination day, or a subsequent annual termination date.

EXECUTED at Bremerton, Washington the day and year first above written.

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

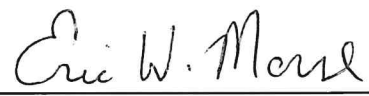
By 

Leslie Liddle
Union Representative

By 

Suzanne Mode
Business Manager

**BREMERTON METAL TRADES
COUNCIL**

By 

Eric W. Morse
President