



Office and Professional Employees International Union
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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**WESTERN WASHINGTON SHEET METAL JOINT
APPRENTICESHIP AND TRAINING COMMITTEE**

AND

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

FOR THE PERIOD OF

JUNE 1, 2022 THROUGH MAY 31, 2025

COLLECTIVE BARGAINING AGREEMENT
OPEIU LOCAL 8 – WESTERN WASHINGTON SHEET METAL JATC

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COLLECTIVE BARGAINING AGREEMENT

WESTERN WASHINGTON SHEET METAL JOINT APPRENTICESHIP AND TRAINING COMMITTEE

THIS AGREEMENT is made and entered into at Seattle, Washington this 1st day of June 2022 by and between WESTERN WASHINGTON SHEET METAL JOINT APPRENTICESHIP AND TRAINING COMMITTEE, hereinafter referred to as the EMPLOYER, and OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL NO. 8, AFL-CIO, hereinafter referred to as the UNION, for the purpose of fixing the minimum wage scale, schedule of hours, and general rules and regulations between the EMPLOYER and the UNION, and to clearly define mutual obligations between the parties hereto.

PREAMBLE

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

NOW THEREFORE, be it mutually agreed to as follows:

ARTICLE 1

RECOGNITION OF THE UNION

Section 1.1 The Employer agrees to recognize 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, elected or hired business representatives, staff assistants and organizers and supervisors, as defined by the Act.

Section 1.2 UNION LABEL All correspondence of any type produced by any office under this Agreement shall bear the Union Label of the Office and Professional Employees Local No. 8, except that letters written by the Business Agents and/or Executive Officers of the Employer need not bear this label. 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.

ARTICLE 2

UNION SECURITY

Section 2.1 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.

Section 2.2 The Employer further agrees that all new employees hired subsequent to the effective date of this Agreement shall, as a condition of employment, thirty-one (31) days from the date of employment become and remain members of the Union in good standing.

Section 2.3 No present employee, who, prior to the date of this Agreement, was receiving more than the rate of wages, or vacations designated in this Agreement, for the class of work in which the employee was engaged, shall suffer a reduction in the rate of wages or vacations from the application of this Agreement.

Section 2.4 The Business Representative shall be allowed admission to the Employer's premises covered by this Agreement at any reasonable time, for the purpose of investigating conditions relating to this Agreement, and the Business Representative will first make his or her presence known to the Employer.

Section 2.5 The Employer shall recognize the Office Steward who shows authority from the Union, as a duly accredited Union representative who, upon notifying his or her designated supervisor or officer, may investigate all complaints.

Section 2.6 POLITICAL ACTION FUND DEDUCTION The Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a political action authorization form. The amount deducted and a roster of employees using this voluntary deduction will be transmitted to the Political Action Fund on a semi-annual basis in January and July. The Union and each employee authorizing the assignment of wages for the payment of voluntary political action contributions hereby agrees to indemnify and hold the Employer harmless from all claims, demands, suits and other liability that may arise against the Employer for or on account of any PAC deductions made from the employee's wages.

ARTICLE 3

MANAGEMENT RIGHTS

The parties recognize the right of the Employer to manage its business. The Union recognizes the right of the Employer to control and supervise all operations and direct all working forces, including the right to select and hire, promote and assign, discipline for just cause, layoff, transfer employees or relieve employees from duty; to control and regulate the use of all equipment and other property of the Employer including changing and/or directing methods and procedures of doing work and introducing new and improved work methods or equipment; the right to make and amend reasonable rules as it may deem necessary for the conduct of its business and require their observance. The parties agree that the implementation of such Employer rights shall not abridge and contradict the specific terms of the Collective Bargaining Agreement. The Employer agrees to give the Union timely notice of any changes or additions to its rules.

ARTICLE 4

HIRING AND TERMINATION

Section 4.1 In offices employing more than one employee, notice of all job vacancies shall be prominently posted for employees. This notice will remain on the bulletin board for three (3) working days and shall include job title, labor grade, and brief description of job duties, including minimum qualifications and necessary skills.

Section 4.2 Where skill, competency, ability, dependability and qualifications are substantially equal, as determined by the Employer, promotions shall be made on the basis of seniority. An employee promoted to a higher position shall progress through the salary schedule of the new classification, however, employees shall not suffer a reduction in pay. All employees so promoted shall be placed on the higher rated job for a probationary period of ninety (90) days. The probationary period can be extended an additional 30 days with written notification to the Employee and to the Union. In the event the employee does not successfully pass the probationary period, such employee shall be given his/her former position, if available, or another position without any loss of seniority.

Section 4.3 It is agreed that the Employer will pay charges incident to the hiring of employees which are incurred due to the requirement of the Employer as follows: Medical examinations and bonding. The Employer agrees not to use employment agencies where fees are required.

Section 4.4 It is further agreed that the Employer has the final choice as to whom he or she hires and shall notify the Union within seventy-two (72) hours of hire of a new employee, Saturday, Sunday and holidays excepted. The Employer shall notify the Union in writing within seventy-two (72) hours after a new employee is put to work, giving his/her name, address, social security number, classification, rate of pay and the date he/she was put to work.

Section 4.5 Regular full-time and regular part-time employees shall be hired on a probationary period for the first ninety (90) calendar days. The probationary period can be extended an additional thirty (30) days with written notification to the Employee and to the Union. Termination or discipline during this period will not be subject to review by the Union.

Section 4.6 No employee shall be disciplined or discharged except for just cause. Upon termination, an employee, upon request, shall receive written notice from the Employer or his or her agents stating the true cause of termination.

Section 4.7 Except when termination is for just cause, termination notice or pay in lieu thereof shall be as follows:

Ninety days to one year ----- one week's notice or one week's pay
One year or more ----- two week's notice or two week's pay

Employees must give same notice on terminating or forfeit accrued vacation pay not to exceed two weeks.

Section 4.8 The Employer shall notify the Union in writing at least ten (10) working days prior to implementing an employee layoff or reduction in hours, but such notice shall not apply to “just cause” terminations. Prior to implementing a layoff, the Employer will discuss the matter with the Union to explain the situation and explore possible alternatives to layoff.

In the event of a layoff, the laid off employee(s) shall receive a letter of reference and a severance that may be negotiated between the Union and the Employer. The possibility of severance shall be considered with each separate case of reduction in hours and any agreement to severance shall set no precedence.

ARTICLE 5

SENIORITY

Section 5.1 Seniority shall be calculated from the last date of hire. Where skill, competency, ability, dependability and qualifications are substantially equal, as determined by the Employer, seniority shall be observed in layoffs, rehires, transfers, vacation preference, shift changes and promotions. Seniority, when laid off, shall continue for a period of six (6) months. For rehire, the employee must contact the Business Manager or Office Manager once a month, making themselves available for work.

Section 5.2 An employee shall lose his or her seniority rights for any one of the following reasons: Voluntary termination, discharge for cause, failure to report from layoff within five (5) working days after notification to report back to work. Notice shall be sent by registered mail, return receipt requested, to the employee's last known address.

Section 5.3 The Employer, upon rehiring, shall do so in the inverse order of seniority and shall rehire the last employee laid off; providing, that such employee has the qualifications, skill, competence, ability and dependability to perform the work for the position available. Under no circumstances shall the Employer hire from the open market while employees on the recall list qualified to perform the duties of the position are ready, willing and able to be re-employed. The last employee laid off from a job will be the first recalled to that job.

ARTICLE 6

HOLIDAYS

Section 6.1 The following days shall be designated as legal holidays and shall be granted with no deduction in the salary:

New Year's Day	Day After Thanksgiving
Memorial Day	Last Working Day Before Christmas
Independence Day	Christmas Day
Labor Day	Employee's Birthday
Thanksgiving Day	Employee Choice Day

and such other holidays observed by the offices of the Employer, but not to exceed twelve (12) holidays in any one year.

The employee must notify the Employer of their birthday as soon as practical after the contract is signed. A new employee must be in the employ of the Employer for ninety (90) days before becoming eligible for the Birthday Holiday. If a birthday falls on a Saturday or Sunday, it shall become the Employer's option to pay for hours normally worked or give the employee a day off in lieu of as agreed to between the employee and the Employer.

Employees who work New Years Eve Day shall only be required to work the first four (4) hours and shall be paid for eight (8) hours. If the employee would like to take the entire New Years Eve Day off, they can use vacation or personal day at Employer's discretion.

All holidays excluding Employee's Birthday to be observed on the same calendar days as the Local 66 Western Washington Collective Bargaining Agreement holiday schedule.

Employee Choice day shall be by Management approval and by seniority.

Section 6.2 Employees required to report for work on a holiday recognized in this Agreement shall receive the minimum pay for hours normally worked in addition to overtime pay.

Section 6.3 If any of the aforementioned holidays fall on Saturday, the holiday will be the preceding Friday. If the holiday falls on Sunday, the following Monday shall be considered the holiday.

Section 6.4 Vacation days and holidays may be taken consecutively during the workweek.

Section 6.5 A regular part-time employee shall be paid for a holiday at the regular scale if the holiday falls within his/her time regularly employed each week or month, and shall receive as holiday pay the amount normally paid.

ARTICLE 7

LEAVE

Section 7.1

Section 7.1(a) Sick leave with pay shall be granted on the basis of one (1) day for each month of continuous service cumulative to forty-five (45) working days, accrued per pay period. No sick leave shall be accredited to an employee until such employee has been in the employ of the Employer for a period of thirty (30) days.

Section 7.1(b) Sick leave shall be approved by the Employer for the following purposes: (1) to cover an absence resulting from an Employee's mental or physical illness, injury, or health condition; to accommodate the Employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care; (2) to allow the Employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care; (3) when the Employee's place of

business has been closed by order of a public official for any health-related reason, or when an Employee's child's school or place of care has been closed for such a reason; (4) to cover an absence that qualifies for leave under the domestic violence leave act, chapter 49.76 RCW; and (5) dental and optical examination and/or treatment for each employee, spouse/partner and dependent children. Each employee will be granted sick leave for certain family members as defined in Section 7.3 of this Article. Employees who must be absent shall promptly notify the Employer of their inability to report for work so that necessary adjustments in work assignments can be made to assure orderly continuity of the Employer's business. If the illness/injury exceeds three (3) working days or if abuse of sick leave is suspected, the Employer reserves the right to require a doctor's note or other comparable satisfactory proof of the employee's incapacity to work.

Section 7.1(c) Five (5) days of sick leave per year may be used as personal leave by employee for any purpose such as personal appointment, emergency leave, sick leave, etc., on a prescheduled or day of basis. Day may be used in hour increments. Prior notice will be given when practicable.

Section 7.1(d) Employees may voluntarily donate two (2) days of sick leave per year to a co-worker who, due to an extended health crisis, has exhausted all of their paid leave benefits.

Section 7.2 Upon termination, an employee shall be paid for forty percent (40%) of his or her unused sick leave accumulation.

Section 7.3 Any regular employee suffering a death in the immediate family shall be allowed three (3) working days leave from work with pay, at the regular rate. Up to two (2) additional days shall be allowed chargeable as sick leave when needed. Member of the immediate family is defined as father, mother, sister, brother, spouse or spousal equivalent, son or daughter, grandparents, grandchildren, step-grandchildren, mother or father-in-law, stepchildren, daughter and son-in-law.

Section 7.4 Employees shall be granted extended leaves of absence without pay not to exceed three (3) months beyond the accumulation of paid sick leave for valid reasons, such as illness, accident or pregnancy. No employee shall be dismissed during periods of vacation, sick leave or leave of absence. An employee on leave of absence for three (3) months or less shall be returned to his or her former position or a comparable position at the employee's former rate of pay including intervening contractual increases. Such leaves of absence may be extended by the Employer, in writing, on a monthly basis. The continuous service and seniority status of an employee shall not be affected or interrupted as a result of leaves of absence described in this Article; provided that, seniority shall not accrue during such leaves of absence. All fringe benefits, including vacation and sick leave, will be based on compensable hours.

Section 7.5 JURY DUTY PAY After one (1) year of employment, employees who are regularly employed ninety-six (96) hours or more per month who are called for service on a Superior Court or Federal District Court jury shall be excused from work for the days on which they serve, and shall be paid the difference between the fee they receive for such service and the amount of straight-time earnings lost by reason of such service for hours normally worked; provided, however, an employee called for jury duty who is temporarily excused from

attendance at court must report for work if sufficient time remains after such excuse to permit the employee to report to the workplace and work at least one-half (1/2) of his or her normal workday. In order to be eligible for such payments, the employee must furnish a written statement from the appropriate public official showing the date and time served and the amount of jury duty pay received.

Section 7.6 A leave of absence without pay shall be granted upon request of an employee on the active payroll, in case he or she is appointed or selected to a full-time Union position for the period of time necessary to fill such position. If the leave was granted to accept a full-time position with the Union, reinstatement will be made to a job in his or her former pay grade which he or she is competent to perform providing an appropriate job opening exists. An employee on such a leave under this Section shall retain their prior accumulated seniority but shall not accrue seniority during the time of a leave.

Section 7.7 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 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. An employee may choose to use their accrued sick leave to supplement the state's compensation when taking Washington Paid Family and Medical Leave. No employee shall be dismissed by the Employer during periods of vacation, sick leave or leave of absence. An employee on leave of absence for three (3) months or less shall be returned to the employee's former position, if available, or a comparable position at no less than the employee's former rate of pay plus any contractual increases. Such leave of absence may be extended by the Employer on a monthly basis. The Employer will not deny an employee's reasonable request for leave of absence.

Section 7.8 INCLEMENT WEATHER If an employee is unable to arrive at work at the usual starting time or must leave early due to inclement weather or other circumstances beyond the employee's control, the employee may, at the employee's option, deduct the time used from her or his vacation, sick leave or personal day.

ARTICLE 8

REGULAR AND PART-TIME EMPLOYEES

Section 8.1 A regular employee is an employee who has been in the employ of the Employer full-time for a period of over thirty (30) calendar days and shall be entitled to full benefits under the terms of the Agreement accrued from the date of employment.

Section 8.2 A regular part-time employee is an employee who works less than the regular

eight (8) 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 thirty (30) calendar days and he or she shall be granted all fringe benefits including vacation and sick leave, except Health and Welfare on the same basis as a regular full-time employee prorated to the number of hours worked per month. If this employee works ninety-six (96) hours or more a month, he or she shall also be entitled to Health and Welfare.

Section 8.3 Temporary/on-call employees are employees hired for a period of time, not to exceed sixty (60) calendar days or who work an intermittent basis throughout the year to cover workload fluctuations, emergency situations or employee absences. The Employer shall notify the Union in writing of all employees who are temporarily hired or on-call. Prior to the end of the sixty (60) days, if the Employer determines that the temporary job is to become permanent, it shall be subject to the three (3) day posting and seniority provisions of Article 4 of this Agreement. The sixty (60) day period can be extended in the event the temporary/on-call employee is hired to fill a temporary vacancy created because of leave of absence granted under Article 6. The Employer agrees that temporary/on-call employees shall not be hired for the purpose of displacing regular full-time employees or avoiding filling full-time or regular part-time positions.

ARTICLE 9

AUTOMATION

Section 9.1 In cases where positions are abolished because of automation or system changes, all possible consideration will be given to transferring employees to comparable jobs in employment. Also every consideration will be given to training present employees to operate any new equipment installed as a result of these changes.

Section 9.2 In the event of proposed technological changes, such as the introduction of data processing equipment or computers, any new jobs created by the virtue of the installation of such equipment will be offered to employees within the collective bargaining unit on the basis of seniority and qualifications prior to hiring from outside sources.

Section 9.3 In the event training programs are necessary for employees to qualify for jobs which are created as a result of automation, the Employer agrees to provide training at the Employer's expense for those employees to be displaced who wish to accept employment in the resultant automated positions. Employees to be displaced will be given first opportunity to qualify for the new positions before any persons outside the bargaining unit are hired to fill the resultant jobs.

Section 9.4 The Employer agrees to comply with state and federal laws which regulate working conditions for employees performing repetitious work.

Section 9.5 Subject to the terms and conditions of the Collective Bargaining Agreement, the Employer and the Union agree that it is in their mutual interest to provide skill development and training to every bargaining unit employee in order for each one to retain proficiency in using the basics of each software program required to perform their assigned work duties (i.e. *Microsoft Office User Specialist Basic Training*). Such training shall be provided for by the

Employer and can include using such resources as cross-training between employees, Employer-sponsored courses and/or external training workshops or classes.

ARTICLE 10

HEALTH AND SAFETY

Section 10.1 The Employer agrees to comply with all applicable health and safety laws and regulations.

Section 10.2 A Health and Safety Committee shall be established consisting of at least one (1) Employer and one (1) employee representative who shall meet as needed to review health and safety issues, recommend improvements and assist in correction of identified unhealthy and unsafe conditions or practices.

ARTICLE 11

HOURS OF WORK

Section 11.1

Section 11.1(a) The regular hours of work shall not exceed eight (8) hours in any one day, nor more than forty (40) hours in any one week, to be worked within eight and one-half (8 ½) to nine (9) hours between 7:30 a.m. and 4:00 p.m. All time worked in excess of regular working hours and all time worked on Saturday or after the end of the employee's regular shift, shall be paid for at one and one-half (1½) the actual rate of said employee's pay. All time worked on Sunday shall be paid at double the rate of pay.

The regular eight (8) hour shift defined above may start at 6:30, 7:00 or 7:30 a.m. and therefore end eight and one-half (8 ½) or nine (9) hours later at 3:30, 4:00 or 4:30 p.m. with mutual agreement between the Employer and the Employee.

Section 11.1(b) Overtime work is not a condition of employment and no employee shall be required to work overtime.

Section 11.2 An employee ordered to report to work shall receive a minimum of four (4) hours pay at the regular rate. Employees called back to work shall receive a minimum of four (4) hours pay at time and one-half (1 ½) the regular rate.

Section 11.3 An employee who is required to work two (2) hours or more beyond the close of the regular workday or an employee who is released at the close of the regular workday and is instructed to report back to work shall be entitled to \$25 dinner money or in lieu thereof shall be furnished with dinner by the Employer.

Section 11.4 The established lunch period shall not exceed one hour. In cases of emergency, it may be shortened, but not to less than one half hour's duration. Lunch periods shall not be compensable. Employees will not be required to take their lunch period until at least three (3) hours after starting work, nor later than three (3) hours before quitting time.

Section 11.5 Daily relief periods of fifteen (15) minutes each shall be allowed morning and afternoon, for all employees covered by this Agreement. Relief periods are compensable.

Section 11.6 In offices employing more than one employee, overtime shall be distributed as equally as practicable among employees qualified to perform the work.

ARTICLE 12

VACATIONS

Section 12.1 Employees hired after January 1, 1986 shall earn vacation according to the following schedule:

One year but less than four.....	Ten days
Four years or more.....	Fifteen days
Ten years or more.....	Twenty Days

Section 12.2 Vacations shall be taken at a time mutually agreeable to the Employer and employee. Not less than three (3) days notice shall be accepted as agreeable. Vacation time earned shall not be cumulative and cash may be paid in lieu of time off in unusual circumstances upon mutual agreement between the employee and Employer. Upon termination, prorated vacation shall be paid.

Section 12.3 The Employer shall make available the vacation schedule by April 1st of each year.

Section 12.4 Senior employees shall be given preference in the selection of vacation periods. An employee who splits their vacation may exercise their seniority rights for the initial vacation period; however, subsequent selection shall be made after all employees have made their initial selection.

Section 12.5 Vacation pay shall be paid in advance of the employee's vacation if requested by the employee.

Section 12.6 Employees will be allowed to carry over fifty percent (50%) of earned vacation time to the following year. A maximum of six (6) weeks vacation may be taken in any one year. If an employee is in excess of six (6) weeks, the employee must "use it or lose it" by the end of the year.

ARTICLE 13

HEALTH AND WELFARE

Section 13.1 Effective April 1, 2018, and for the life of the Agreement, the Employer agrees to pay to the Northwest Sheet Metal Workers Health Care Plan or such other Health and Welfare Plan as may be mutually agreed upon by the Employer and the Union, the total contribution for Medical, Dental, Vision, Prescription and Time Loss. In addition, the Employer

shall purchase from the Puget Sound Benefits Trust, Life Insurance (\$15,000) and Long Term Disability for each eligible employee.

Section 13.2 For the duration of the Agreement, the Employer agrees to make the monthly contribution for each eligible employee for health and welfare benefits as described in Section 13.1. Effective April 1, 2019, the Employer shall contribute up to sixty cents (\$0.60) per hour per Member per year and during the remaining term of this Agreement, if the increase to the contribution rate is more than sixty cents (\$0.60) per hour per Member per year the Employer shall be responsible for that increase; if less than sixty cents (\$0.60) in 2022, 2023, or 2024, the Employer shall contribute the remainder into the employee's VEBA for the duration of that year.

Section 13.3 The Employer agrees to the terms and conditions of the Agreement and Declaration of Trust under which the Northwest Sheet Metal Workers Health Care Plan is established and to furnish said records and other information as may be needed by the Trustees. Employees working less than ninety-six (96) hours per month need not be covered under Health and Welfare.

Section 13.4 All employees shall be covered under the Washington State Industrial Insurance Act.

Section 13.5 VEBA ACCOUNT Effective April 1, 2012, the Employer shall pay up to eighty-eight cents (\$0.88) per hour on behalf of each current employee's Voluntary Employee Benefit Account (VEBA). See Section 13.1 for possible increased contributions through the life of this Agreement.

ARTICLE 14

PAYROLL DEDUCTIONS

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

Payday will be every other Friday with the pay period ending the preceding Tuesday.

ARTICLE 15

TRAVEL PAY AND TRAVEL REIMBURSEMENT

The Employer shall pay for expenses incurred because of business travel requirements outside of a thirty-five (35) mile radius around each home office, including transportation, lodging, meals and other incidentals related to the business assignment.

When required to work outside the home office or travel from one office to another during working hours, the Employer shall allow the employee the IRS rate for each mile plus all bridge and/or ferry charges, if applicable.

ARTICLE 16

SALARY SCHEDULE

Section 16.1 Salary Schedule effective June 1, 2022, shall be increased by eight percent (8%); Effective June 1, 2023, and 2024, salary schedule shall be increased by five percent (5%).

Effective August 27, 2018, a new classification shall be added.

Receptionist: The business duties of a Receptionist include answering visitor’s inquiries about the JATC or Union, directing visitors to their destinations, answering incoming calls, filing, maintains security by following procedures, keeping the reception area and the mail room tidy and performing a light variety of other office tasks, such as faxing or emailing. When a Receptionist performs duties outside the duties listed above for more than fifty percent (50%) of their regular work day, they shall be paid at the Administrative Assistant hire in pay for that entire day.

Section 16.1(a) Effective June 1, 2022 the hourly rate of pay in effect on May 31, 2022 for each employee in the bargaining unit shall be increased by eight percent (8%). Effective June 1, 2022, all rates scheduled below shall be the basic minimum hourly rates for all employees covered by this Agreement.

	<u>HIRE IN</u>	<u>NINETY DAYS AFTER HIRE</u>	<u>SIX MONTHS AFTER HIRE</u>	<u>ONE YEAR AFTER HIRE</u>
Receptionist	\$18.88	\$19.76	\$20.36	\$21.24
Administrative Assistant	\$23.97	\$25.67	\$29.11	\$34.26
Bookkeeper/Financial Accounting	\$25.92	\$27.77	\$31.48	\$37.08

Where a person is required to perform the work of a higher paid classification, they shall receive the rate for that classification during the time period that they are performing the work of that classification. Current Employees (hired prior to August 27, 2018) shall not suffer a reduction as a result of this section.

Section 16.1(b) Effective June 1, 2023, the hourly rate of pay in effect on May 31, 2023 for each employee in the bargaining unit shall be increased by five percent (5%). Effective June 1, 2023 all rates scheduled below shall be the basic minimum hourly rates for all employees covered by this Agreement.

	<u>HIRE IN</u>	<u>NINETY DAYS AFTER HIRE</u>	<u>SIX MONTHS AFTER HIRE</u>	<u>ONE YEAR AFTER HIRE</u>
Receptionist	\$19.82	\$20.75	\$21.38	\$22.30

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Administrative Assistant	\$25.17	\$26.95	\$30.57	\$35.97
Bookkeeper/Financial Accounting	\$27.22	\$29.16	\$33.05	\$38.93

Where a person is required to perform the work of a higher paid classification, they shall receive the rate for that classification during the time period that they are performing the work of that classification. Current Employees (hired prior to August 27, 2018) shall not suffer a reduction as a result of this section.

Section 16.1(c) Effective June 1, 2024, the hourly rate of pay in effect on May 31, 2024 for each employee in the bargaining unit shall be increased by five percent (5%). Effective June 1, 2024, all rates scheduled below shall be the basic minimum hourly rates for all employees covered by this Agreement.

	<u>HIRE IN</u>	<u>NINETY DAYS AFTER HIRE</u>	<u>SIX MONTHS AFTER HIRE</u>	<u>ONE YEAR AFTER HIRE</u>
Receptionist	\$20.81	\$21.79	\$22.45	\$23.42
Administrative Assistant	\$26.43	\$28.30	\$32.10	\$37.77
Bookkeeper/Financial Accounting	\$28.58	\$30.62	\$34.70	\$40.88

Where a person is required to perform the work of a higher paid classification, they shall receive the rate for that classification during the time period that they are performing the work of that classification. Current Employees (hired prior to August 27, 2018) shall not suffer a reduction as a result of this section.

Section 16.2 Employees who have been in the employ of the Employer for the cumulative calendar periods listed below, shall receive the respective premium pay above their actual wage:

3 Years	\$0.25 per hour
5 Years	\$0.45 per hour
7 Years	\$0.55 per hour
10 Years	\$0.65 per hour
12 Years	\$0.75 per hour

Section 16.3 The Union retains the right to divert monies generated from any wage increase to existing fringe benefits, at the discretion of the Union.

ARTICLE 17

PENSIONS

Section 17.1 For the duration of this Agreement, the Employer shall contribute to the

Northwest Pension Fund on behalf of eligible employees. The Employer will contribute towards retirement benefits for each regular full-time and each regular part-time employee covered by this Agreement as follows:

- a) **Effective June 1, 2022:** The Employer shall contribute an additional \$0.50 per hour into the Northwest Pension Fund for a total contribution rate of \$4.68 per hour per eligible employee.
- b) **Effective June 1, 2023:** The Employer shall contribute an additional \$0.50 per hour into the Northwest Pension Fund for a total contribution rate of \$5.18 per hour per eligible employee.
- c) **Effective June 1, 2024:** The Employer shall contribute an additional \$0.25 per hour into the Northwest Pension Fund for a total contribution rate of \$5.43 per hour per eligible employee.

Section 17.2 Said contribution shall be made to the Northwest Pension Fund in the manner as set forth in the Trust Agreement of said Trust. The details of such Retirement Plan established by this Trust Fund and this Trust Fund itself shall continue to be controlled and administered by a Joint Board of Trustees composed of equal representation of labor and management who are signatories to the Trust Agreement of the aforesaid Trust Fund.

Section 17.3 The Employer agrees to and shall be bound by all terms, conditions and provisions of the Trust Agreement and any changes, additions, amendments or modifications thereto which are made by authorized Joint Trustees of the Sheet Metal Workers National Pension Fund, Plan A. The Employer shall make the following contributions:

Effective June 1, 2022, one dollar and three cents (\$1.03) per compensable hour for each regular full-time and each regular part-time employee covered by this Agreement.

In addition to the above, the Employer agrees to provide any increases required by the Trust during the life of this Agreement, (until May 31, 2025).

Section 17.4 Said contribution shall be made to the Sheet Metal Workers National Pension Fund Plan A, in the manner as set forth in the Trust Agreement of the Trust. The details of such Retirement Plan established by this Trust Fund and this Trust Fund itself shall continue to be controlled and administered by a Joint Board of Trustees composed of equal representation of labor and management who are signatories to the Trust Agreement of the aforesaid Trust Fund.

Section 17.5 SALARY DIVERSION An amount may be elected by each employee as a reduction in their minimum salary for the purpose of contributing such amount to the Office and Professional Employees Local 8 Supplemental Retirement Plan.

1. The Employer agrees to provide for elective deferrals by employees covered by this collective bargaining agreement to the Office and Professional Employees Retirement Trust, a 401(k) plan.

2. The Employer agrees to recognize wage deferral elections made by employees covered under the terms of this collective bargaining agreement and to transmit the amounts withheld from such employees' wages as soon as the funds can be reasonably segregated from the Employer's general assets but if no event later than the 15th business day of the month. The Employer acknowledges that if its pre-tax wage deferrals are determined to be delinquent, it is responsible under Department of Labor guidance for interest on the amounts paid untimely.
3. The Employer agrees to provide such information with respect to employees covered by the collective bargaining agreement as may be needed by the administrator of the Office and Professional Employees Retirement Plan to complete any required IRS discrimination tests.
4. The Employer agrees to be bound by the terms of the Plan document and Trust Agreement.

Section 17.5(a) SUPPLEMENTAL PENSION The Employer agrees to and shall be bound by all terms, conditions and provisions of the Trust Agreement and any changes, additions, amendments or modifications thereto which are made by the authorized Joint Trustees of the Office and Professional Employees Local 8 Supplemental 401(k) Retirement Fund.

Section 17.6 SHEET METAL WORKERS 401K Effective June 1, 2022 the Employer will contribute one dollar (\$1.00) into the Sheet Metal Workers 401K, for each regular full-time and each regular part-time bargaining unit employee. Employees may elect to divert an amount of money as a reduction in their minimum salary for the purpose of contributing such amount to the Sheet Metal Workers 401K.

ARTICLE 18

NON-DISCRIMINATION

Section 18.1 The Employer agrees that he/she will not discriminate against an employee because of his/her activity as a member of the Office and Professional Employees International Union Local No. 8.

Section 18.2 Neither the Union nor the Employer, in carrying out their obligations under this Agreement, shall discriminate in matters of hiring, training, promotion, transfer, layoff, discharge or otherwise because of race, color, creed, national origin, sex, age, sexual orientation, religion, ancestry, marital status, political ideology, or the presence of a sensory, mental or physical handicap subject to occupational requirements and the ability to perform the job.

Section 18.3 The Employer agrees to the principle of equal pay for equal work and agrees that there shall be no discrimination exercised in this respect. In all cases where women are performing work of a comparable quantity and quality as that performed by men, the same rate of pay shall prevail - this applies only to positions in the bargaining unit.

ARTICLE 19

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 20

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 21

GRIEVANCE/ARBITRATION

Section 21.1 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 and working conditions as provided for in this Agreement, such controversies, including specifically those that arise under Article 18 of this Agreement, shall be submitted to the following procedure:

Step I: Immediate Supervisor

The employee, and the Shop Steward if requested by the employee, shall first meet with the employee's immediate supervisor and attempt to resolve the problem. The meeting shall be requested and scheduled within ten (10) calendar days of the employee's knowledge of the facts which constitute the grievance. A written statement of the grievance will be presented at this meeting by the employee/shop steward if requested by the supervisor. The immediate supervisor shall within ten (10) calendar days of the meeting respond to the employee and provide an answer to the grievance.

Step II: Employer Representative

If the matter is not resolved to the employee's satisfaction in Step I, the employee, Shop Steward and Union Representative shall present the grievance to the Employer Representative within seven (7) days of the immediate supervisor's decision. The Employer Representative shall reply in writing within seven (7) days following receipt of the grievance.

Step III: Arbitration

If the grievance is not settled on the basis of the foregoing procedures, either the Employer or the Union may submit the issue to arbitration within ten (10) working days following the meeting between the Employer Representative and the Union Representative. If the Employer and the Union fail to agree on an arbitrator, a list of nine (9) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one name remains.

Section 21.2 The arbitrator shall be authorized to rule and issue a decision and award, in writing, on any issue presented for arbitration, including the question of the arbitrability of such issue. The arbitrator's decision and award shall be final and binding upon both parties to this Agreement. The fees of the arbitrator shall be borne one-half (½) by the Union and one-half (½) by the Employer party to the arbitration.

Section 21.3 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 21.4 In the event either party fails to deliver to the other a signed Agreement, in writing, to submit any question to arbitration within 96 hours after receipt of a request from the other to submit such question to arbitration, such party shall, notwithstanding any other provisions of this Agreement, have the right to strike, take economic or other appropriate action. By exercising its rights under this Section neither party shall be deemed to have waived its right to proceed in the courts to compel the other to submit to arbitration.

Section 21.5 Employees covered by this Agreement must go through the procedure set forth herein before going to any outside source or their right for arbitration will be forfeited.

ARTICLE 22

PICKET LINES

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

ARTICLE 23

TERMINATION AND RENEWAL


This Agreement shall be in full force and effect beginning June 1, 2022 until May 31, 2025, 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

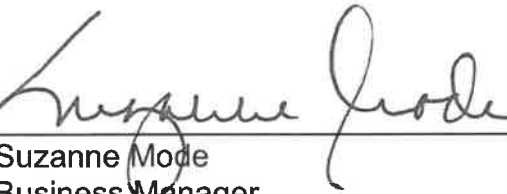
COLLECTIVE BARGAINING AGREEMENT
OPEIU LOCAL 8 – WESTERN WASHINGTON SHEET METAL JATC

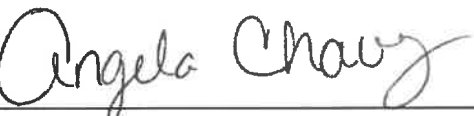
modification date shall not be deemed in violation of any provision of this Agreement, any other provision to the contrary notwithstanding.

EXECUTED in Seattle, Washington this 28 day of June 2022.

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

By 
Patrick Pedersen
Union Representative

By 
Suzanne Mode
Business Manager

By 
Angela Chavez
Bargaining Team

By 
Darlene Seymour
Bargaining Team

**WESTERN WASHINGTON SHEET
METAL JOINT APPRENTICESHIP
AND TRAINING COMMITTEE**

By 
Jeff Reinhardt
Executive Administrator

By 
Lance Deyette
Business Manager