



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

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**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**BAC LOCAL 1 WASHINGTON/ALASKA**

**AND**

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

**FOR THE PERIOD OF**

**JUNE 1, 2020 THROUGH MAY 31, 2023**

COLLECTIVE BARGAINING AGREEMENT  
OPEIU LOCAL 8 – BAC LOCAL 1 WASHINGTON/ALASKA

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## **COLLECTIVE BARGAINING AGREEMENT**

### **BAC LOCAL 1 WASHINGTON/ALASKA**

This Agreement is made and entered into by and between the **OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, AFL-CIO, CLC, LOCAL NO. 8**, a local union of the Office and Professional Employees International Union, AFL-CIO, CLC, hereinafter referred to as the "Union," and the **BAC LOCAL 1 WASHINGTON/ALASKA**, and 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 operations of the office involved.

**NOW, THEREFORE**, be it mutually agreed to as follows:

#### **ARTICLE 1. RECOGNITION**

1.01. 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 and organizers and supervisors as defined by the Act.

#### **ARTICLE 2. NEW EMPLOYEES**

2.01. The Employer agrees that when vacancies occur or when new employees are needed to perform work covered by the collective bargaining agreement, the Employer shall notify the Union as to the number and type of employees desired and the Union shall endeavor to supply qualified applicants for such positions within 48 hours. If the Union cannot supply such applicants, or if the persons dispatched by the Union are deemed unqualified, the Employer may advertise publicly.

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

#### **ARTICLE 3. UNION SECURITY**

3.01. The Employer agrees that all employees covered under this Agreement shall, as a condition of employment, thirty-one days from the effective date of this Agreement become and remain members of the Union in good standing.

3.02. The Employer further agrees that all new employees covered under this agreement

COLLECTIVE BARGAINING AGREEMENT  
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shall, as a condition of employment, thirty-one days from the date of employment become and remain members of the Union in good standing.

**ARTICLE 4. GENERAL**

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

4.02. It shall not be considered a violation of this Agreement for the employees to refuse to perform work detoured to their office from a firm which has been placed on the "Unfair List" of any Labor Organization.

4.03. The Union Representative of the Union shall have the privilege of conferring with the employee during working hours (period not to exceed 30 minutes) for the purpose of investigating the working conditions existing in the office and for the purpose of ascertaining whether the provisions of the Agreement are in full compliance.

**ARTICLE 5. WORK SCHEDULE**

5.01. The regular hours of work shall not exceed eight hours in any one day to be worked within nine consecutive hours between 7:00 a.m. and 5:00 p.m., nor more than 40 hours in any one week, Monday through Friday, inclusive.

5.02. Any hours required by the employer to be worked by an employee in excess of eight (8) hours in any workday or forty (40) hours in any workweek shall be compensated at one and one-half (1 1/2) times the employees rate of pay.

5.03. Each employee shall receive two relief periods of not less than 15 minutes in each day's work schedule. The first such relief period shall occur during the morning tour of duty prior to the lunch period and the second relief period shall occur in the afternoon tour of duty prior to the quitting hour.

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

5.05. The lunch period shall be at least one-half hour. Employees will not be required to take their lunch period until at least three hours after starting work, nor later than three hours before quitting time.

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

**ARTICLE 6. HOLIDAYS**

6.01. The following named holidays shall be granted with no deduction in salary and shall be paid for as though the employee had worked a full shift of seven hours at the actual rate of pay:

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New Year's Day	Thanksgiving
Martin Luther King's Birthday	Day after Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Employee's Birthday (or one day in lieu of Birthday with pay)
Labor Day	

Any and all other holidays observed by the Employer.

6.02. If the holiday falls on Sunday, the following Monday shall be considered the holiday.

6.03. All work performed on any of the above enumerated holidays shall be compensated for not less than eight hours at twice the regular rate of pay in addition to the regular salary.

**ARTICLE 7. VACATIONS**

7.01. Employees shall be entitled to and shall receive annual vacation with pay on the following basis:

<b>LENGTH OF EMPLOYMENT</b>	<b>VACATION</b>
One year but less than three years	10 days (Employee may take 5 days after 6 months of service)
Three years but less than ten years	15 days
Ten or more years	20 days
Twenty-five years	25 days

7.02. In the event a holiday named in this contract falls during an employee's vacation period, such employee shall receive an additional day's vacation.

7.03. Vacations shall be taken at a time mutually agreeable to the Employer and the employee. Employees may carry over no more than five (5) days of accrued leave from the employee's anniversary date of hire. Time in excess of five (5) days shall be paid in lieu of time off.

7.04. In the discharge or layoff of an employee, the pro-rata vacation pay shall be included in the employee's final wage adjustment.

7.05. Seniority will accumulate during period of vacation leave.

**ARTICLE 8. SICK LEAVE - LEAVES OF ABSENCE**

8.01. Employees shall be entitled to and shall receive sick leave with pay on the following basis: One day (equal to the employee's normal work schedule) for each month of continuous service. An employee temporarily laid off shall not lose accrued sick leave. Part-time employees shall receive pro-rated sick leave. An employee is entitled to use paid sick leave for any purpose permitted under state or federal law.

8.02. Seniority will accumulate during periods of paid sick leave.

8.03. After having completed six months of continuous employment, leaves of absence not to exceed one year in duration shall be granted by the Employer upon written request of an employee for valid reasons such as illness, accident or pregnancy. The employee shall provide the Union with a copy of his/her request for leave of absence.

8.04. The Employer agrees to grant reasonable leaves of absence to employees selected to perform work for the Union. In addition to the usual union tasks this will include conventions and conferences. Employees granted such leaves of absence will retain and accumulate seniority during such leave periods.

8.05. The Employer agrees to abide by the provisions of the Selective Service Act and its judicial interpretations with respect to leaves of absence due to military service.

8.06. The Employer agrees to pay the full wages of an employee serving on a jury or called for jury service for up to ten (10) working days each year.

8.07. In cases of death in the immediate family, an employee shall be granted a bereavement leave of absence of five days with pay. This bereavement leave of absence shall not be charged against sick leave or annual leave. Immediate family shall be defined as parent, stepparent, sibling, step sibling, spouse, domestic partner, child (biological, adopted or foster), step child, or loco parentis.

8.08 The Employer agrees to abide by all other leaves of absence as set forth in state and federal law.

## **ARTICLE 9. SENIORITY**

9.01. Newly hired employees shall be considered on a trial basis for a period of ninety (90) calendar days from the date of hiring.

9.02. During the term of the 90-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 any time during this period of ninety (90) calendar days without any recourse whatsoever.

## **ARTICLE 10. PROMOTIONS, DEMOTIONS AND TRANSFERS**

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

10.02. An employee who is promoted to a higher position shall receive the minimum of a ten percent increase. All employees so promoted shall be placed on the higher-rated job for a probationary period of thirty (30) calendar days. In the event such promoted employee successfully passes the thirty-day probationary period, he/she shall receive the above stated increase retroactive to the date of promotion. In the event the employee does not successfully pass the probationary period such employee shall be given his/her former position without any

loss of pay.

### **ARTICLE 11. TRAINING**

11.01. The Employer and employee shall identify training needs to enhance their jobs.

11.02. The Employer shall bear the cost of training including registration fees, tuition, books, and loss of wages.

### **ARTICLE 12. EVALUATIONS**

12.01. Evaluations will be performed on an annual basis and will consist of a progress review with performance improvement plan if necessary.

### **ARTICLE 13. LAYOFFS AND RECALL**

13.01. If a reduction of office staff is necessary due to economic reasons, the employee with the least amount of tenure will be the first laid off.

13.02. An employee shall be given two weeks' notice of lay off or two weeks' pay in lieu thereof.

13.03. Any employee laid off shall be placed on the recall list for a period of six months.

13.04. Employees on layoff status will have health care coverage for the extent of hour bank whichever is greater.

13.05. The Employer, upon rehiring, shall do so in the inverse order of tenure. Under no circumstances shall the Employer hire from the open market while employees on the recall list qualified to perform the duties of the vacant position are ready, willing and able to be re-employed.

13.06. An employee recalled and reinstated to the former position held shall receive their former rate of pay in addition to any wage increases which were applied to his/her job classification during the period he/she was on the recall list.

13.07. Any notice of re-employment to an employee who has been laid off shall be made by registered mail to the last known address of such laid off employee and with a copy sent to the Union. The employee shall respond to the notice within five (5) working days.

### **ARTICLE 14. EMPLOYMENT PRACTICES**

14.01. No employee will be disciplined or discharged without Just Cause. "Just Cause" will be defined as the concept of progressive discipline. (Such as verbal and written discipline and possibility of a suspension without pay.) Progressive discipline shall not be applied when the nature of the offense requires immediate suspension or discharge.

14.02. No employee shall be dismissed by the Employer during period of vacation, sick

leave, or leave of absence.

14.03. If, upon joint investigation by the Union and the Employer or by decision of an arbitrator appointed pursuant to the terms of this Agreement, it shall be found that an employee has been unjustly discharged, such employee shall be reinstated to his/her former position without any loss of seniority or rank and shall suffer no reduction in salary and shall be compensated by the Employer for all time lost retroactive to the date of discharge.

14.04. No employee will be discharged except for willful misconduct without two weeks' notice or two weeks' pay in lieu of the two weeks' notice.

14.05. Employees who have been with the Employer six months to one year are required to give one week's notice of their desire to terminate their services with the Employer unless otherwise mutually agreed; employees with one year or more service are required to give two weeks' notice, unless otherwise mutually agreed.

14.06. Upon termination of employment, except discharge for willful misconduct an employee shall be compensated for unused sick leave in an amount equal to 50% at the current rate of pay.

#### **ARTICLE 15. WELFARE AND PENSION**

15.01. The Employer shall provide State Industrial Insurance coverage for all employees.

15.02. **Medical.** Effective June 1, 2018, the Employer shall furnish and pay the full premium amount for Masonry Security Plan of Washington for all eligible employees and their dependents, or equivalent Health and Welfare coverage.

15.03. All part-time employees working less than one hundred (100) hours per month and who otherwise would be eligible for Medical and Dental Coverage will, at the end of each month, receive a lump sum payment equal to seventy-five cents (\$.75) per hour for each hour worked during that month, such payments to be in lieu of Medical and Dental coverage.

15.04. **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 Trustees of the Western States Office and Professional Employees Pension Fund.

The Employer shall contribute three dollars (\$3.00) per compensable hour for each employee covered by this Agreement.

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

15.06. The Employer will contribute one dollar (\$1.00) per compensable hour for each



employee covered by this Agreement to the Office and Professional Employees International Union, Local 8 Supplemental Retirement Plan.

**ARTICLE 16. NONDISCRIMINATION**

16.01. The Employer agrees not to discriminate against an employee because of his/her activity as a member of the Union.

16.02. Neither the Union nor the Employer in carrying out their obligations under this contract shall discriminate in matters of hiring, training, promotion, transfer, layoff, discharge or otherwise because of race, color, creed, national origin, sex or age.

**ARTICLE 17. COMPENSATION**

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

17.02. The rates of pay for each classification set forth in Schedule "A" are effective on June 1, 2020.

17.03. Regular part-time employees shall be entitled to and shall receive vacations with pay and sick leave on the same basis as regular full-time employees prorated to the number of hours worked per month.

17.04. The Employer agrees to pay the cost of parking for the employee on working days.

17.05. All wages and other economic benefits shall be put into effect as soon as possible to the fullest extent permissible under law. Any benefits which may be allowable under law, order, or ruling shall be made retroactive to the fullest extent permissible under law. The parties agree to cooperate fully in joint efforts to obtain any rulings or decisions that will permit employees to have the fullest enjoyment of benefits previously negotiated.

17.06. It is agreed that this article may be requested to be opened by either party with a thirty (30) day written notice for negotiation of wage increase only.

**ARTICLE 18. ARBITRATION**

18.01. It is understood and agreed that all matters pertaining to the proper application and interpretation of any and all provisions of this Agreement shall constitute a grievance.

18.02. **STEP ONE.** To be timely for purposes of adjustment under this Article, a grievance must be submitted for settlement by the Employer or the individual employee and/or Local 8 Union Representative to the other party within fifteen (15) calendar days of either parties' knowledge of the events giving rise to the grievance. Such grievance shall be reduced to writing

and include the alleged contract violation and remedy sought.

18.03. **STEP TWO**. In the event the parties are unable to resolve the grievance at Step One, the matter shall be referred to a Labor Relations Committee selected as follows: two members from the Employer and two members from the Union. The Labor Relations Committee shall meet within five (5) calendar days of moving the grievance to Step Two.

18.04. **MEDIATION**. In the event that the Labor Relations Committee is unable to resolve the grievance at Step Two, within a period of fourteen (14) calendar days, the Union or the Employer may refer the dispute to arbitration as provided for in Section 18.05, or, by mutual agreement, request formal mediation through the Federal Mediation and Conciliation Service (“FMCS”). If the parties fail to reach settlement in mediation, the matter may be moved to binding arbitration within thirty (30) calendar days after the close of mediation.

18.05. **ARBITRATION**. The parties may agree upon the selection of an arbitrator to hear the grievance. In the event the Employer and the Union cannot mutually agree upon the selection of an arbitrator within fifteen (15) days from the date of referral of the grievance to arbitration, the arbitrator shall be selected in the following manner: either party may submit a request to FMCS for a panel of seven (7) arbitrators. The parties shall then choose the arbitrator by alternately striking a name from the list until one name remains as the arbitrator chosen by the parties and empowered to arbitrate the dispute. The strike order shall be determined by coin flip. If one of the parties fails to comply by not agreeing to strike the FMCS panel within thirty (30) calendar days from the date the FMCS panel was requested, the party in compliance may request that FMCS appoint the arbitrator ranked first from the complying party’s strike list.

18.06. 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 equally; one-half (½) by the Union and one-half (½) by the Employer.

18.07. Any time limits stipulated in the grievance procedure may be extended for stated periods of time by the appropriate parties’ mutual agreement in writing.

## **ARTICLE 19. MANAGEMENT RIGHTS**

19.01. The management and the direction of the workforce are vested exclusively with the Employer subject to the terms of this Agreement. All matters not specifically covered or addressed by the language of this Agreement may be administered for its duration by the Employer in accordance with any such policy or procedure as the Employer from time to time may determine.

## **ARTICLE 20. SEPARABILITY**

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

**ARTICLE 21. SUCCESSOR LANGUAGE**

21.01. In the event the Employer shall, by merger, consolidation, 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 22. TERMINATION AND RENEWAL**

22.01. This Agreement shall become effective upon ratification, and shall remain in effect until May 31, 2023, and shall thereafter automatically renew itself until either party shall give sixty days' written notice prior to the anniversary date of desire to terminate, modify, or change this contract. Upon the giving of such notice, the parties shall proceed to negotiate a new contract, the terms of which shall be retroactive to the anniversary date.

Signed this 17th day of August 2022.

**BAC LOCAL 1 WASHINGTON/ALASKA**

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

By Lowell Glodowski  
Lowell Glodowski  
President/Business Manager

By Leslie Liddle  
Leslie Liddle  
Union Representative

By Suzanne Mode  
Suzanne Mode  
Business Manager

**SCHEDULE "A"**

	<b><u>1<sup>st</sup> 6 mo.</u></b>	<b><u>2<sup>nd</sup> 6 mo.</u></b>	<b><u>After 1 yr</u></b>
<b>Effective June 1, 2020</b>			
Administrative Assistant	\$ 23.00	\$ 24.00	\$ 26.50
<b>Effective June 1, 2021</b>			
Administrative Assistant	\$ 24.00	\$ 25.00	\$ 27.50
<b>Effective June 1, 2022</b>			
Administrative Assistant	\$ 25.00	\$ 26.00	\$ 28.50
<b>Effective June 1, 2023</b>			
Administrative Assistant	\$ 26.00	\$ 27.00	\$ 29.50

**Temporary:**

Effective June 1, 2020 – \$ 20.07  
Effective June 1, 2021 – \$ 20.21  
Effective June 1, 2022 – \$ 21.50  
Effective June 1, 2023 – \$ 22.50

Temporary employees are employees hired for a period of time not to exceed ninety (90) calendar days, or who, on an intermittent basis, cover workload fluctuations, emergency situations, or employee leaves of absence. The established rate of pay for temporary employees is inclusive of all benefits.

The six-month' step raises shall be based on the starting date of employment.

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