



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

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL 483**

AND

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

FOR THE PERIOD OF

JANUARY 1, 2022 THROUGH DECEMBER 31, 2024

COLLECTIVE BARGAINING AGREEMENT
OPEIU LOCAL 8 – IBEW LOCAL 483

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COLLECTIVE BARGAINING AGREEMENT

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 483

PREAMBLE

This agreement is made and entered into at Tacoma, Washington, by and between the **INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 483**, hereinafter referred to as the Employer, and the **OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 8**, hereinafter referred to as the Union, for the purposes of fixing wage scales, schedule of hours, and general rules and regulations between the Employer and the Union, and to clearly define mutual obligations between the parties hereto.

ARTICLE 1 – UNION RECOGNITION

Section 1 The Employer agrees to recognize the Union as the sole collective bargaining agency for all Employees covered by this Agreement.

Section 2 Union Security and Membership - The Employer agrees that all employees covered under this Agreement shall, as a condition of employment, thirty-one (31) days from date of employment, become and remain members of the Union in good standing; provided that, if an employee is a member of a church or religious body whose bona fide religious tenets or teachings forbid said employee to be a member of a labor union, such employee shall pay an amount of money equivalent to the regular Union dues and initiation fees to a non-religious charity or to another charitable organization mutually agreed upon by the Employer and the Union.

Section 3 The Union shall notify the Employer in writing that an employee has failed to acquire and maintain membership in the Union and shall provide the Employer with a copy of the final warning to the affected employee that he or she has not acquired and maintained membership in the Union. In the event the employee fails or refuses to pay the dues and fees on which he or she is delinquent within thirty (30) calendar days of receipt by the Employer of such notice, the Employer shall discharge the employee. The aforementioned time periods may be extended by mutual agreement of the Employer and the Union.

Section 4 **Indemnification.** The Union shall indemnify, defend and hold the Employer harmless from all suits, actions, proceedings and claims against the Employer or persons acting on behalf of the Employer, for any relief sought where the claim arises from the application of this Article. In the event that any part of Article 1 shall be declared invalid or that all or any portion of the monthly dues must be refunded to any non-member, the Union and its members shall be solely responsible for such reimbursement.

Section 5 The Union Representative shall have the privilege of conferring with the employees during working hours (period not to exceed 10 minutes) for the purpose of investigating the working conditions in the office and for the purpose of ascertaining whether the provisions of the Agreement are in full compliance. The Union Representative will give

notice to the employer 24 hour before the meeting.

Section 6 This Agreement shall not apply to any elected or appointed officer of the Employer Union or Council whose duties in accordance with their Constitution and Bylaws require work of a clerical nature.

ARTICLE 2 – EMPLOYER RIGHTS

Section 1 OPEIU 8 recognizes, to the extent not limited by an express provision of this Agreement, that the Employer retains the exclusive right to manage the affairs of the organization, including, the right of hire, promote, appoint, layoff, recall, discipline and discharge members of OPEIU for Just Cause, and to determine how the work is performed, how the organization is structured or restructured and whether to merge, with another IBEW organization. The Employer also retains the right to establish or eliminate positions. OPEIU 8 retains the right to bargain any changes to wages, hours and working conditions and the Employer will provide notice to OPEIU 8 of any such changes, and an opportunity to bargain prior to those changes.

Section 2 At the discretion of the Business Manager additional time off may be granted to employees and shall not constitute an established practice.

ARTICLE 3 – NEW EMPLOYEES

Section 1 The Employer agrees that when vacancies occur or when new employees are needed to perform work covered by the collective bargaining agreement, it shall notify the Union as to the number and type of employees desired and the Union shall endeavor to supply such help within forty-eight hours of said notice. In the event the Employer is notified that such help is not available, or if the employer deems the candidate unqualified, or in the event the Employees called for do not appear for work at the time designated by the Employer, the Employer may hire from any other available source.

Section 2 New employees shall be on probation for nine (9) months from the date of hiring. During the nine (9) month 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 nine (9) month period without any recourse whatsoever. After completion of the nine (9) month probationary period, seniority shall be effective as of the original date of employment.

ARTICLE 4 – PART-TIME AND TEMPORARY EMPLOYEES

Section 1 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. At the sole discretion of the Local 483 Business Manager, paid vacation may be authorized at times other than the regularly scheduled work days.

Section 2 Temporary employees shall be paid the minimum rate for their respective classifications, but shall not be entitled to medical, vacation nor sick leave benefits; provided,

however, a temporary employee shall accrue longevity for the purposes of advancing to the next higher pay rate. Temporary employees are defined as employees hired to perform a specific job or to assist during a peak period not to exceed ninety (90) days per year.

ARTICLE 5 – HOURS OF WORK

Section 1 The regular hours of work shall not exceed seven hours in any one day to be worked within eight consecutive hours between 8:00 a.m. and 6:00 p.m. nor more than 35 hours in any one week. All work performed during the eighth hour in a normal work day (Monday through Friday) shall be at the straight time rate. Work during this eighth hour shall be at the request of the Business Manager and with concurrence of the employee. Work during this eighth hour shall not be considered mandatory. All time worked in excess of regular working hours and all time worked on Saturday and Sunday or after the eighth hour, shall be paid for at twice the actual rate.

Section 2 The lunch period shall be one hour. Employees will not be required to take their lunch period until at least three hours after starting work, nor later than three hours before quitting time.

Section 3 Relief periods of fifteen (15) minutes shall be allowed in the morning and the afternoon.

Section 4 Employees ordered to report and then not put to work shall receive at least two (2) hours' standby pay.

Section 5 At the request of the employee and approval of the Business Manager, compensatory time may be authorized at the appropriate rate.

ARTICLE 6 – SENIORITY

Section 1 Seniority shall mean length of continuous service with the Employer and shall be cumulative on an employer-wide basis.

Section 2 Seniority shall be the prevailing factor on any layoff situation (i.e., last hired--first laid off). In restoration of laid off employees, the same consideration shall be given.

Section 3 Seniority shall be the prevailing factor on vacation selection and overtime distribution.

ARTICLE 7 – PROMOTIONS

Section 1 Employer agrees to promote from within before outside employees are hired.

Section 2 Promotions shall be based on qualifications and seniority. If employees have the same relative qualifications, seniority shall prevail. Should the Employer deem the candidate unqualified, outside employees may be hired.

Section 3 Current employees shall be notified of all open positions and will be encouraged to apply.

ARTICLE 8 – LAYOFFS – DISCHARGES

Section 1 The Employer agrees that in laying off employees such lay-offs will be made in accordance with the seniority standing of the employees.

Section 2 Upon discharge, an employee, upon request, shall receive written notice from the Employer or his agents stating the cause of discharge.

Section 3 Upon lay-off two weeks' notice or two weeks' pay shall be given by the Employer.

Section 4 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.

ARTICLE 9 – HOLIDAYS

Section 1 Paid holidays shall be: New Year's Day, Martin Luther King, President's Day, Memorial Day, Juneteenth, 4th of July, Labor Day, Thanksgiving Day, day immediately following Thanksgiving Day, Veteran's Day, Christmas Eve, Christmas Day, two additional holidays (floaters) mutually agreed to by both employee and Employer.

Section 2 Employees required to work on holidays shall receive overtime pay in addition to the holiday rate of pay. Overtime shall be paid at double the normal rate of pay.

Section 3 Holidays falling on Saturday shall be observed on Friday. Holidays falling on Sunday shall be observed on Monday.

ARTICLE 10 – SICK LEAVE

Section 1 Employees shall be entitled to and shall receive one day per month, twelve days per year, sick leave. Sick leave shall accumulate year to year with no maximum. An employee separated from service due to death or retirement for disability or length of service is compensated to the extent of twenty-five (25) percent of sick leave accruals. An employee separated in good standing from service for any other reason is compensated to the extent of ten (10) percent of sick leave accruals, up to a maximum accrual of one hundred twenty (120) days.

Section 2 No employee shall be dismissed during periods of absence due to illness. Employees shall be re-employed upon recovery, provided such period shall not exceed one year.

ARTICLE 11 – VACATIONS

Section 1 Employees shall accrue vacation leave by reason of tenure based on the following schedule of aggregate service.

Years of Service	Days of Vacation Leave	Years of Service	Days of Vacation Leave
0 – 3	12	22	24
4 – 7	15	23	25
8 – 13	17	24	26
14 – 18	20	25	27
19	21	26	28
20	22	27	29
21	23	28 or more	30

- a. The appropriate bi-weekly accrual shall be credited for each bi-weekly pay period in which the employee is in a paid status. Vacation accruals based on tenure shall be credited at the first of the calendar year in which any of the above periods will be completed.
- b. No employee shall earn more vacation in any one calendar year than the above stipulated days and new employees shall accrue vacation based on the above schedule beginning from the date of their employment.
- c. Vacation accrual balances shall not exceed an amount equal to two (2) years' accrual.
- d. Vacation leave may not be taken without prior approval of the Employer and may not be taken in the pay period in which it was earned. Vacation leave shall be scheduled so as to meet the operating requirements of the employer and, as far as practicable, the preferences of the employees.
- e. Vacation requests shall be turned in prior to April 1 of each year. Assignments of vacations shall be based on seniority in the classification. All requests received after April 1 will be allowed as openings occur.

Section 2 In the discharge or lay-off of an employee, the pro-rata vacation pay shall be included in his final wage adjustment.

ARTICLE 12 – LEAVE OF ABSENCE

Section 1 Leave of absence may be granted to an employee for reasons such as going to school, jury duty, or military duty – either compulsory or voluntary, and for other valid reasons.

Request for leave of absence must be made to the employer in writing, and each case will be decided on its merits, except as may be provided by law for employees who have entered the service of the United States.

Section 2 An employee, who while on leave of absence, engages in other employment, or fails to report for work, or fails to ask for a renewal of leave on or before the expiration of leave, will be considered as having quit without notice and shall cease to be an employee of the Employer. Exceptions to this clause may be made by mutual agreement in writing between the Employer and the Union.

Section 3 Employees who experience a serious medical condition may apply for a medical leave of absence. Employees may also apply for a leave for immediate family members including domestic partner. The employer may require a medical certificate.

Section 4 Washington Paid Family and Medical Leave. Eligible employees shall be granted up to twelve (12) weeks of paid family and medical 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. Health and welfare benefits shall remain in full force and affect during such leave. Employees shall receive compensation while out on this leave from the Washington State Employment Security Department.

The Employer shall pay the employer's share and employee's share of the premium amount for each bargaining unit employee as set forth in Chapter 50A.05 RCW. The Employer will remit required premium amounts as required.

The employee may choose to use their accrued sick leave to supplement the state's compensation when taking Washington State Paid Family and Medical Leave.

Additionally, the Employer shall continue to pay the premiums for the employee's Medical/Dental coverage as set forth in the parties' agreement for a period of no more than six (6) consecutive months when the employee is out on leave covered by Washington State Paid Family and medical leave.

ARTICLE 13 – HEALTH AND WELFARE

Section 1 The Employer agrees that all benefits now being extended to the employees such as sick leave, pensions, insurance, wages, working conditions, etc., shall remain in force and shall not be rescinded during the life of this Agreement. Health and welfare shall be extended to domestic partners. The employer shall retain a copy of affidavit of domestic partnership on file.

Section 2 The Employer agrees to pay monthly premiums for full-family medical coverage for each employee who is compensated eighty (80) or more hours in the preceding month.

- a. Medical benefits will be provided consistent with the Regency Blue Shield Preferred Plan – 90/70/70 \$250 deductible.
- b. The Employer agrees to compensate the employees for the annual deductible required under the plan by paying each employee the lump sum of \$250 to cover the deductible. Said deductible shall be paid at the beginning of each anniversary date of the plan.

Section 3 The Employer agrees to pay full cost of premiums for full-family dental plan for each employee who is compensated eighty (80) or more hours in the preceding month. Employer contributions shall be made to Northwest Administrators, Inc., the administrator of the Washington Teamsters Welfare Trust, on or before the tenth of each calendar month.

Section 4 The Employer shall contribute 10.44% of gross wages into the IBEW 401-K Plan on behalf of each member of the bargaining unit. IBEW Local 483 employees may also contribute to the plan up to the legal limit (see attached MOU).

Section 5 The Employer agrees to pay the premiums for disability insurance to Provident Life & Accident Insurance Company or comparable plan for each employee who is compensated eighty (80) or more hours in the preceding month.

Section 6 Upon failure of the Employer to make any of the payments required by this Agreement, the Union may, after 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.

ARTICLE 14 – COMPENSATION

Section 1 The Employer agrees to pay its employees and the Union agrees that its members, employees of the Employer, will accept the wage scales for various classifications set forth; however, that nothing contained in this Agreement shall operate to reduce the wages of any employee who is or who has within six months been employed by the Employer. All wage rates scheduled below are basic minimum wages, and nothing in this agreement shall be construed to prevent the Employer from paying more than the below mentioned rates:

Effective January 1, 2022, the hourly base rates of the Administrative Assistant and the Office Manager shall be increased by three and one-half percent (3.5%):

	1st 3 mo. Per Hour	2nd 3 mo. Per Hour	2nd 6 mo. Per Hour	3rd 6 mo. Per Hour	Thereafter Per Hour
Administrative Assistant*	\$36.18	\$36.90	\$37.66	\$38.40	\$39.13
Office Manager	\$47.82				

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Office Clerk** (Temporary Part-time)	\$15.68				
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Effective January 1, 2023, the hourly base rates of the Administrative Assistant and the Office Manager shall be increased by three and one-half percent (3.5%):

	1 st 3 mo. Per Hour	2 nd 3 mo. Per Hour	2 nd 6 mo. Per Hour	3 rd 6 mo. Per Hour	Thereafter Per Hour
Administrative Assistant*	\$37.45	\$38.19	\$38.98	\$39.74	\$40.50
Office Manager	\$49.49				
Office Clerk** (Temporary Part-time)	\$16.23				

Effective January 1, 2024, the base rate of pay for Administrative Assistant*, the Office Clerk**, and the Office Manager shall be increased by 100% of the Consumer Price Index (CPI) Seattle-Tacoma-Bellevue October 2022 to October 2023 with a minimum of two percent (2%) and a maximum of four percent (4%).

*When assigned to the Office Manager classification, the Administrative Assistant shall receive an additional ten percent (10%) of the applicable base rate of the Administrative Assistant classification. This premium will be applied if the Administrative Assistant works at least one half (1/2) of the shift performing the function of the office manager.

**All working conditions for temporary part-time Office Clerk shall be governed by Article 3, Section 2, of this Agreement.

Longevity pay shall be paid in accordance with the following schedule:

- 1% base pay with aggregate service of 5 through 9 years.
- 2% base pay with aggregate service of 10 through 14 years.
- 3% base pay with aggregate service of 15 through 19 years.
- 4% base pay with aggregate service of 20 years or more.

Section 2 The Employer agrees to provide paychecks bi-weekly.

ARTICLE 15 – GRIEVANCES

Section 1 It is understood and agreed that all matters pertaining to the proper application and interpretation of any and all of the provisions of this Agreement shall be adjusted between the representatives of the Employer and the representatives of the Union within 10 days of the occurrence of the matter in question.

Section 2 In the event of the failure of these parties to reach a satisfactory adjustment within 10 days after the grievance has been presented by either party, or such longer period as may be mutually agreed to, the matter shall be referred for final adjustment to a Labor Relations Committee selected as follows: two members from the Employer and two members from the Union. In the event that the Labor Relations Committee fails to reach an agreement within five days or such longer period as may be mutually agreed to by the Union and Employer, the four may select a fifth member, who shall be chairman, and the decision shall be made not later than ten days or such longer period as may be mutually agreed to by the Union and Employer, after the four members of the Labor Relations Committee have failed to agree.

Section 3 In the event that the Labor Relations Committee is unable to agree upon a chairman, request shall be made to the U.S. Mediation and Conciliation Service to name a panel of not less than five impartial persons, from which the parties shall select the chairman by the process of elimination, each in turn striking a name from the panel until but one remains. Cost of the arbiter to be shared equally by the Employer and the Union.

ARTICLE 16 – STRIKES AND LOCKOUTS

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 AFL-CIO Union, provided such picket line has been approved by the appropriate Central Labor Council.

ARTICLE 17 – SAVINGS CLAUSE

In the event laws are passed by the State or Federal Government which conflict with the provisions of this Agreement relating to hours or wages, the provisions of this Agreement which are in conflict therewith may be reopened for negotiations without affecting the remaining portions of this Agreement.

ARTICLE 18 – SUCESSORS

The parties to this Agreement intend that this Agreement shall be binding on the Company's successors, assigns, or entities arising from any reorganization or legislative restructuring.

ARTICLE 19 – TERM OF AGREEMENT

This amended Agreement shall become effective as of January 1, 2022, and shall remain in effect until December 31, 2024 and shall thereafter automatically renew itself until either party shall give sixty days written notice prior to the anniversary date of the 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.

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Signed this _____ day of _____ 2022.

FOR THE EMPLOYER:

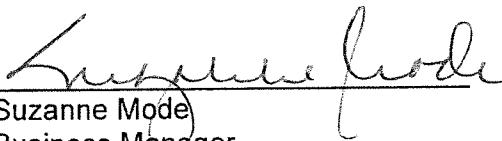
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS LOCAL 483

By 
Alice A. Phillips
Business Manager 11/21/2022

FOR THE UNION:

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

By 
Leslie Liddle
Union Representative

By 
Suzanne Mode
Business Manager

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