



Office and Professional Employees International Union  
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**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**INTERNATIONAL ASSOCIATION OF MACHINIST AND  
AEROSPACE WORKERS, DISTRICT LODGE 160**

**AND**

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

**FOR THE PERIOD OF**

**JANUARY 1, 2023 THROUGH DECEMBER 31, 2025**

COLLECTIVE BARGAINING AGREEMENT  
OPEIU LOCAL 8 – IAM 160

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## **COLLECTIVE BARGAINING AGREEMENT**

### **INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, DISTRICT LODGE NO. 160**

THIS AGREEMENT is made and entered into at Seattle, Washington, this January 1, 2023, by and between INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS DISTRICT LODGE 160, its successors or assigns the EMPLOYER, and OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL NO. 8, AFL-CIO, the UNION, to set the minimum wage scale, schedule of hours and general rules and regulations between the EMPLOYER and the UNION, and to clearly define the mutual obligations of the parties.

#### **PREAMBLE**

WHEREAS, the parties hereto desire to cooperate in establishing conditions which will tend to secure to the employee 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 RECOGNITION. The Employer recognizes 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 all office employees in all geographic locations of the Employer, excluding elected officers, elected or hired business representatives, staff assistants, organizers, bookkeepers or accountants and supervisors as defined by the National Labor Relations Act.

Section 1.2 UNION LABEL. All written communications of any type sent out of any office under this Agreement shall bear the union label of the Office and Professional Employees Local No. 8, except that all written communications by the servicing Union Representatives, staff, and/or executive officers of the Employer need not bear the label. Only OPEIU Local 8 members shall be authorized to use the OPEIU label.

#### **ARTICLE 2**

##### **RIGHTS OF MANAGEMENT**

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 and expressly covered or treated by the language of this Agreement may be administered for its duration by the

Employer in accordance with such policy or procedure as the Employer from time to time may determine.

### ARTICLE 3

#### UNION SECURITY

Section 3.1 MEMBERSHIP. 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 3.2 MAINTAIN MEMBERSHIP. 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. Failure by an employee to abide by the Union membership provisions of this Article shall constitute cause for discharge and the Employer shall discharge such employee promptly upon receipt of written notice of noncompliance from the Union. Employees hired on a temporary, or permanent basis shall be given notification in writing on their first day of employment advising them to contact Local 8 and satisfy their Union obligation.

Section 3.3 DUES. The Employer will deduct an amount equal to the Union's initiation fee and uniform monthly dues from the pay of each member of the bargaining unit who voluntarily executes a wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. A copy of the authorization form to be used by employees is set forth as Exhibit "B" to this Agreement. Dues deductions will be transmitted to the Union by an agreed upon method on or before the twenty-fifth (25th) of each month.

### ARTICLE 4

#### UNION BUSINESS

Section 4.1 NEGOTIATING COMMITTEE. The members of the Union Negotiating Committee, no more than two (2) in number, shall be granted leave from duty without any loss of pay for all meetings between the Employer and the Union for the purpose of negotiating the terms of a contract, when such meetings take place at a time during which any such members are scheduled to be on duty.

Section 4.2 BULLETIN BOARD. The Union (OPEIU) will provide a bulletin board for the purpose of posting Union notices. Any such bulletin board shall be placed in a location agreeable with the Employer.

Section 4.3 UNION REPRESENTATIVE. The servicing Union Representative shall be allowed admission to Employer's premises covered by this Agreement at any reasonable time for the purpose of investigating conditions relating to this Agreement, and the servicing Union Representative shall not interrupt the normal workflow. The servicing Union Representative will

provide advance notice for the visit to the Employer.

Section 4.4 OPEIU LOCAL 8 PAC CHECK-OFF.

Section 4.4(a) The Employer agrees to deduct the sum specified from the pay of each member of the bargaining unit who voluntarily executes an OPEIU Local 8 PAC Check-Off Authorization. A copy of the authorization form to be used by employees is set forth as Exhibit “A” to this Agreement.

Section 4.4(b) Deductions shall begin on the first pay period of the first month following receipt of check-off authorization and shall continue in a like manner until the check-off authorization is revoked in writing.

Section 4.4(c) All monies collected under this Agreement shall be transmitted once a month, with a check payable to OPEIU Local 8 PAC for the amounts deducted and a roster of all bargaining unit employees using payroll deduction for voluntary political action contributions.

Section 4.5 OPEIU HARDSHIP FUND DEDUCTION. The Employer shall deduct the specific sum from the pay of any member of the bargaining unit who voluntarily executes an OPEIU Local 8 Hardship Fund Check-Off Authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. The authorization form will remain in effect until revoked in writing by the employee. The amount deducted and a roster of all employees using payroll deduction for voluntary Hardship Fund contributions will be promptly transmitted to the Union by separate check payable to its order. Upon issuance and transmission of a check to the Union, the Employer’s responsibility shall cease with respect to such deductions.

Section 4.6 The Union agrees to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that rise against the employer for all deductions from union members pursuant to this contract, including those who have communicated the desire to revoke a previous deduction authorization, along with all other issues related to employee deductions.

**ARTICLE 5**

**SENIORITY, PROMOTIONS AND HIRING**

Section 5.1 New employees shall be on probation for one hundred twenty (120) calendar days from the date of hiring.

Section 5.2 During the 120-day probationary period, such employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. Such employees may be terminated during this 120-day period without any recourse whatsoever. After completion of the 120-day probationary period, seniority shall be effective as of the original date of employment.

Section 5.3 Seniority shall mean length of continuous service with the Employer.

Section 5.4 The Union and Employees shall be notified of all positions that become open or any new positions created. Internal candidates will have forty-eight (48) hours to notify the employer of their interest in the position. First consideration will be given to all bargaining unit employees covered under this Agreement. The Union and Employees shall be notified of the promotion, vacancy or transfer by District 160 e-mail. The e-mail shall include classification and location.

Section 5.5 The Employer has the final choice as to whom he hires, and he shall notify the Union within seventy two (72) hours of hire of a new employee, Saturday, Sunday and holidays exempted.

## ARTICLE 6

### GENERAL

Section 6.1 It shall not be considered a violation of this Agreement for an employee to refuse to pass a bona fide picket line sanctioned by the Pierce County Central Labor Council.

Section 6.2 It is understood and agreed that the hours, wages, and working conditions as provided for in this Agreement shall not operate so as to cause any employee covered by the Agreement to suffer a reduction in pay or the loss of any conditions, benefits or privileges which were in effect for said employee prior to the signing of this contract.

Section 6.3 The parties agree to work on developing job descriptions during the term of this Agreement.

## ARTICLE 7

### WORK SCHEDULE

Section 7.1 The regular hours of work shall not exceed seven (7) hours in any one day, to be worked within eight consecutive hours between 7:30 a.m., and 6:00 p.m., nor thirty-five (35) hours in any one week, Monday through Friday, inclusive.

Section 7.2 All time worked in excess of seven (7) hours a day, before 7:30 a.m. or after 6:30 p.m., and on Saturdays shall be paid for at time and one-half (1-1/2). Double time (2X) shall be paid for Sundays and holidays and any time exceeding eleven hours in a single workday.

Section 7.3 Employees shall not be laid off to equalize time worked in excess of their regular work schedule.

Section 7.4 The lunch period shall be at least one-half (1/2) hour, but not more than one (1) hour. Employees will not be required to take their lunch period earlier than three (3) hours after starting work, nor later than three (3) hours before quitting time.

Section 7.5 Rest periods of 15 minutes each shall be allowed morning and afternoon.

Section 7.6 Employees ordered to return to work shall receive at least four (4) hours' pay.

Section 7.7 The Employer shall have the right to assign employees to temporary work at other District locations. If employees are assigned to work at different locations, they will be compensated for any extra miles above their normal commute at the current allowable IRS mileage rate. Paid time will also be allowed if the commute exceeds their normal commuting time.

**ARTICLE 8**

**HOLIDAYS**

Section 8.1 The following holidays shall be granted with no deduction in salary:

- |                        |   |
|------------------------|---|
| New Year's Day         | Labor Day   |
| Martin Luther King Day | Veterans' Day   |
| Presidents' Day        | Thanksgiving Day                                      |
| Memorial Day           | Native American Heritage Day (Day after Thanksgiving) |
| Juneteenth             | Last workday before Christmas                         |
| Independence Day       | Christmas Day   |

District 160 offices shall be closed for Christmas break on the same days the International closes International and regional offices. This is normally a consecutive two (2) week period, however due to changing dates it may be more or less. In any event employees are guaranteed to have off all days beginning with the last work day before Christmas and New Years day (normally the second week). All normal workdays the office is closed for Christmas break will be paid days. These days will not be considered as holidays but will be administrative time off. If an employee works between the last day before Christmas and New Year's Day, the employee will receive their normal rate of pay for all hours normally scheduled to work and any work performed will be paid at a rate of time and a half (1.5) the employees regular rate of pay. Any work to be performed during this time will be approved by the office manager.

Section 8.2 Holidays falling on Saturday shall be observed the preceding Friday. Holidays falling on Sunday shall be observed the following Monday.

Section 8.3 All time worked on holidays shall be paid for by not less than seven (7) hours' double-time pay plus the regular holiday pay.

**ARTICLE 9**

**VACATIONS**

Section 9.1 Employees shall accrue vacations with pay on the following basis:

<u>Length of Employment</u>	<u>Semi-Monthly Accrual</u> (Per Pay Period)
Less than three (3) years	3.0 Hours
Three (3) years but less than ten (10) years	4.4 Hours

Ten (10) years but less than seventeen (17) years	6.0 Hours
Seventeen (17) or more years	7.3 Hour

Employees will advance to the next higher accrual level on the first pay period following their anniversary date. Employees may accumulate up to a maximum of two hundred ten (210) hours.

Employees who are denied a vacation request due to workload or staffing needs of the Employer will be granted a carry-over of the excess leave for an additional ninety (90) days, and the Employer and the employee will establish a plan to use the excess leave.

Employees shall not be allowed vacation during their probationary period.

Section 9.2 Vacations shall be taken at a time mutually agreeable to the Employer and the employee.

Section 9.3 When a holiday falls within the employee's vacation period, such holiday will not be considered a part of the vacation. The employee shall receive full vacation pay in addition to holiday pay, or an extra day off.

Section 9.4 When an employee is terminated or laid off at any time after six months of employment, prorated vacation pay shall be included in the final wage settlement.

## ARTICLE 10

### INCLEMENT WEATHER

In the event of inclement weather, each employee will be allowed twenty-one (21) hours of paid leave per year. This leave may be used in one (1) hour increments.

## ARTICLE 11

### SICK LEAVE

Section 11.1 Employees shall receive sick leave with pay on the following basis: Seven (7) hours per month, cumulative to six hundred thirty (630) hours.

Section 11.2 Paid sick leave shall be considered time worked for purposes of determining all benefits and seniority.

Section 11.3 When a holiday falls during a period of paid sick leave, the day shall be paid for as a holiday and not charged as a day's sick leave.

Section 11.4 Employees must provide reasonable advance notice of an absence from work for the authorized use of paid sick leave to care for his/her self or a family member. If an employee's absence is foreseeable, the employee must provide notice to his/her manager as early as possible before the first day paid sick leave is used.



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- a) If an employee's absence is unforeseeable, the employee must contact his/her manager as soon as possible.
- b) If the need for paid sick leave is unforeseeable and arises before the required start of the employee's shift, notice should be provided before the employee's required start time.
- c) In the event it is not possible to provide notice of an unforeseeable absence, a person, on the employee's behalf, may provide such notice.
- d) If possible, the notification should include the expected duration of the absence. Verification may be required if an employee uses paid sick leave for more than three (3) consecutive workdays. Any private information contained in verification will be treated by the Employer in a manner consistent with applicable federal, state and local privacy laws. Employer requested verification shall not result in an unreasonable burden or expense to the employee.

An employee must give advance oral or written notice to the Employer as soon as possible for the foreseeable use of paid sick leave to address issues related to the employee or the employee's family member being a victim of domestic violence, sexual assault, or stalking.

If an employee is unable to give advance notice because of an emergent or unforeseen circumstance related to the employee or the employee's family member being a victim of domestic violence, sexual assault, or stalking, the employee or a designee must give oral or written notice to the employee's manager no later than the end of the first day that employee takes such leave.

#### Authorized Uses of Paid Sick Leave.

Sick leave shall be approved by the Employer for the following purposes:

- a) To cover an absence resulting from an employee's mental or physical illness, injury or health condition;
- b) For preventive care such as a medical, dental or optical appointments and/or treatment;
- c) To allow the Employee to care for a family member with an illness, injury, health condition and/or preventive care, such as a medical/dental/optical appointment;
- d) When the Employee's place of business or the Employee's child's school/place of care by order of a public official for any health-related reasons;
- e) If the employee or the employee's family member is a victim of domestic violence, sexual assault, or stalking.

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

Section 11.5 The Employer will comply with all applicable federal, state, and/or local laws relating to family or medical leave.

Section 11.6 WASHINGTON PAID FAMILY AND MEDICAL LEAVE. The Employer will comply with all rules of the Washington Paid Family and Medical Leave Act. 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) week of leave when family and medical leave are used in combination. Health and welfare and dental benefits shall remain in full force and affect during such leave, subject to trust rules relating to the eighty (80) hours worked set forth in Article 18.

Employees shall receive compensation while out on this leave from the Washington State Employment Security Department. The employee may choose to use any accrued leave to supplement the state’s compensation when taking Washington State Paid Family and Medical Leave.

## ARTICLE 12

### LEAVES OF ABSENCE

Section 12.1 BEREAVEMENT LEAVE. In case of death in the immediate family, an employee shall be granted a leave of absence of thirty-five (35) hours with pay. If the employee is traveling out of state to attend services, the employee will be granted up to a total of twenty-one (21) additional hours with pay. The “immediate family” is defined as spouse, domestic partner, son, daughter, mother, father, mother-in-law, father-in-law, brother, sister, grandparents, grandchildren, stepparents, step siblings, step grandparents, step grandchildren and stepchildren and loco parentis. This leave of absence will not be charged against sick leave. Also covered is the loss of a child in the event the employee would have qualified for prenatal or postnatal medical leave or family leave to bond with the child.

Additional leave for covered relationships, or non-covered relationships, will be allowed with the use of accrued vacation or sick leave.

Section 12.2 JURY DUTY. An employee called for jury duty shall be granted time off and shall be paid their regular wages for actual time served on jury duty. Employees will provide the Employer written proof of their jury service.

Section 12.3 LEAVE OF ABSENCE. Leave of absence may be granted to an employee for valid reasons such as illness, accident, pregnancy, compelling personal circumstances or military duty. Request for leave of absence must be made to the Employer in writing, with a copy to the Union.

Section 12.4 An employee who, while on leave of absence, engages in other employment, or fails to report for work within three (3) days after the leave of absence expires, or to ask for a

renewal of his leave on or before the expiration of his leave, will be considered as having quit without notice and shall cease to be an employee. Exceptions to this clause may be made by mutual agreement in writing between the Employer and the Union.

Section 12.5 SHARED LEAVE. An employee may donate sick or vacation leave to another employee who has a personal or family medical need when the employee in need is at risk of using leave without pay or terminate their employment.

An employee may donate any amount of sick or vacation leave provided the donation does not cause either of the donor's sick leave or vacation balances to fall below seventy (70) hours, or a proportionate for part-time employees' base upon their hours worked.

To receive such donated leave, the recipient employee must have exhausted or will soon exhaust all available, applicable leave.

The donating employee's donated hours will be converted into a per hour amount based on the donating employee's rate of pay. The amount will then be converted to the hourly rate for the receiving employee then converted to hours based on their hourly rate of pay.

## ARTICLE 13

### LAYOFF AND RECALL

Section 13.1 In the event of a layoff, the Employer will utilize the following layoff procedure: The Employer will identify the office location and classification for layoff. The employee with the least amount of seniority in the affected classification within the affected office shall be the first laid off. That employee may bump any other employee, District 160-wide, with the least seniority in the same or lower classification that they are qualified to perform.

Section 13.2 An employee shall be given one week's notice of layoff or one week's pay in lieu thereof.

Section 13.3 A laid-off employee shall be placed on a recall list for a period of six months. Upon expiration of the recall period the employee shall be considered terminated.

## ARTICLE 14

### LABOR MANAGEMENT COMMITTEE

The parties agree to conduct joint labor and management meetings at least annually or on a request by either party with reasonable notice. The intent of the meetings would be to discuss workplace issues, work assignments, workload issues and other matters that are not part of a current grievance procedure.

## ARTICLE 15

### TERMINATION

Section 15.1 The Employer has the right to discharge for just cause. The Union shall be notified of any such discharge and the reasons therefore prior to such action.

Section 15.2 No employee shall be discharged during a period of vacation, sick leave or leave of absence.

Section 15.3 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 agents stating the true cause of termination.

Employees must give two (2) weeks notice on terminating or forfeit accrued vacation pay not to exceed two (2) weeks. When there is a change in administration, the office employees must work at least two (2) weeks for the new administration if asked or forfeit their benefits.

Section 15.4 A uniform system of written notices shall be used for discipline up to and including termination.

Section 15.5 A copy of all written notices shall be submitted to the employee within thirty (30) days of the date the Employer was made aware of the cited violation. Noncompliance with the thirty (30) day time limit will set aside the written warning notice as being null and void unless the Employer and the Union have agreed in writing to extend the time limit.

Section 15.6 At the time of issuance, and prior to placement in personnel records, the employee shall be given the opportunity to read, sign and answer all written notices. The employee's signature shall not signify an admission of guilt or concurrence to the charge but shall be requested to indicate the employee comprehends the gravity of the disciplinary action.

Section 15.7 The written notices as herein provided shall remain in effect for a period of twelve (12) months.

## ARTICLE 16

### WELFARE AND PENSION

Section 16.1 The Employer shall provide State Industrial Insurance coverage or comparable insurance for all employees for on-the-job injury.

Section 16.2 MEDICAL. The Employer shall furnish and pay for Machinists Health and Welfare Plan 7, with Preventive Care, Vision Plan 1, \$50,000 Life and \$250.00 per week time loss, for all eligible employees and their dependents within the IAM District Lodge 160 offices. All employees who work 80 or more hours the preceding month shall be eligible. Employees shall be required to contribute fifty dollars (\$50.00) per month.

If a plan is mutually agreeable during the term of this Agreement, the Employer may change Health & Welfare coverage.

Section 16.3 The Employer shall provide Northwest I.A.M. Benefit Trust Dental Plan 125 family dental coverage for each employee working 80 hours or more per month.

**Summary of Benefits**

PLAN	COST
Machinists H & W Plan 7	\$1791.36
Preventive	\$66.82
Vision – VSP Plan 1	\$11.81
Life, AD&D \$50,000.00	\$14.50
Time Loss \$250 per week	\$10.50
IAM Benefit Trust Plan 125	\$174.46
<b>TOTAL</b>	<b>\$2069.45</b>

The Employer will pay any health and welfare premium increase during the term of this agreement

Section 16.4 The Employer shall pay into the Western Metal Industry Pension Fund the following amount for each bargaining unit employee to provide retirement benefits pursuant to provisions of the Fund:

Classification	Amount
Executive Administrative Assistant	\$3.05
Administrative Assistant	\$2.95
Assistant	\$2.80

Section 16.5 The parties agree to adopt the Western Metal Industry Pension Fund (WMIPF) Rehabilitation Plan Preferred Schedule effective on July 2010 hours.

Section 16.6 The Union and Employer hereby agree to provide for the following contributions to the Machinists Retirement and Savings Plan:

Effective the month following ratification, the Employer agrees to contribute fifty seven cents (\$0.57) per compensable hour for each employee. The Employer agrees to recognize pre-tax wage deferral elections made by employees covered by the collective bargaining agreement and to transmit the amounts withheld from such employees' wages as soon as the funds can be transmitted and no later than the 5th day of the following month to the bank or other depository designated by the Plan Administrator. Open enrollment is the first day of the month.

Effective the month following ratification, the Employer agrees to recognize Roth wage deferral elections made by employees covered by the collective bargaining agreement and to transmit

the amounts withheld from such employees' wages as soon as the funds can be transmitted and no later than the 5th day of the following month to the bank or other depository designated by the Plan Administrator. Open enrollment is the first day of the month.

Section 16.7 This Agreement, as long as available, acknowledges the IAM District Lodge 160 has agreed to offer the Office and Professional Employees International Union Local 8 bargaining unit employees the Machinist Custom Choices Worksite Benefits program of supplemental insurance benefits through their designated agent, Employee Benefit System, Inc. (EBS). Members will be given an opportunity to spend fifteen minutes with an EBS counselor at the worksite during normal working hours, once per year. Further, Machinist District Lodge 160 will honor payroll deduction requests and make payments to the underwriting insurance companies for all products to be offered. All policyholder services will be provided by the underwriter and Employee Benefit Systems, Inc.

## ARTICLE 17

### IAM NATIONAL PENSION

Section 17.1 Effective the month following ratification, the Employer will withdraw from the I.A.M. National Pension Fund. The Employer agrees to pay fully any and all costs related to and associated with such withdrawal.

## ARTICLE 18

### GRIEVANCE/ ARBITRATION PROCEDURE

Section 18.1 Subject to the exclusions identified in Section 20.5, any complaint or dispute arising between the parties to this Agreement involving the interpretation or application of this Agreement may be considered a grievance and may be subject to this grievance procedure. Time limits prescribed in this process may be extended by written mutual agreement under usual circumstances or a Step may be bypassed by mutual agreement of the parties.

Step 1 – Oral Submission of Grievance. In the event of a grievance, the employee, with the employee's shop steward, shall contact the Employer and attempt to effect a settlement of the dispute. Such oral presentation shall be made within ten (10) days (for the purpose of this Article, days shall mean workdays) of the event or ten (10) days from the date the employee knew or should have known of the event, giving rise to the grievance. The Employer shall, within ten (10) days thereafter, provide a written response to the grievance.

Step 2 – Written Submission of the Grievance. If the decision of the Employer does not settle the grievance or the Employer fails to respond within ten (10) days the Union may, within ten (10) days following the receipt of the Employer's answer (or lack thereof) in Step 1, formalize the grievance in writing and submit the written grievance to the Employer for the purpose of arranging a meeting to discuss the grievance. The written grievance shall contain the following:

- a. Detailed facts upon which the grievance is based,

- b. Reference(s) to the Section(s) of the Agreement alleged to have been violated,
- c. The remedy sought.

The meeting shall be held within ten (10) days following receipt of the written grievance and shall be attended by the Union Representative and/or shop steward, employee and Employer. In addition, both parties may have others present who might contribute to a better understanding of the facts and issues or otherwise contribute to an acceptable resolution of the grievance. The Employer shall provide a written answer to the grievance within ten (10) days following the meeting.

Section 18.2 ARBITRATION. In the event the grievance is not resolved through Section 1, the grievance may be processed to arbitration. The request for arbitration must be submitted to Federal Mediation and Conciliation within thirty (30) calendar days following the Employer's answer at Step 2. A list of seven (7) arbitrators may be requested by either party. The parties shall choose the arbitrator by the Employer and the Union, in that order, alternately striking a name from the list until one (1) name remains as the arbitrator.

Section 18.3 AUTHORITY AND COSTS. The arbitrator shall be authorized to rule and issue a decision and award, in writing, on any grievance processed in accordance with this Article, including the question of the arbitrability of such issue. The arbitrator shall have no power to alter the terms of this Agreement. The Employer shall release without pay those employees whose testimony is requested at the arbitration. The decision and award shall be final and binding upon both parties to this Agreement. The fees of the arbitrator shall be borne equally by both parties. The Employer and the Union are responsible for their own costs and attorneys fees if any associated with any arbitration.

Section 18.4 The Employer and the Union agree to make available to the other such pertinent data as each may deem necessary for the examination of all circumstances surrounding a grievance.

Section 18.5 EXCLUSIONS. The following issues are not subject to the grievance and arbitration procedure: (1) discipline of probationary employees; (2) hiring, promotion; (3) health and welfare benefit decisions by any third party administrator, trust, or plan.

## ARTICLE 19

### NONDISCRIMINATION

Section 19.1 The Employer will not discriminate against an employee for Union activity.

Section 19.2 Neither the Union nor the Employer shall discriminate in matters of hiring, training, promotion, transfer, layoff, discharge or otherwise because of race, creed, color, national origin, sex or age.

**ARTICLE 20**

**COMPENSATION**

Section 20.1 Employees shall be paid not less than the minimum rates of pay in Schedule "A," attached hereto and made a part of this Agreement.

Section 20.2 Regular part-time employees shall receive vacations with pay, paid holidays and sick leave on the same basis as regular full-time employees, prorated to the number of hours worked per month.

**ARTICLE 21**

**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 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 22**

**SUCCESSORS**

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 in 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 23**

**TERMINATION AND RENEWAL**


This Agreement shall become effective January 1, 2023 and shall remain in effect until December 31, 2025, and shall thereafter automatically renew itself until either party shall give sixty (60) days written notice prior to the anniversary date of his 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.



COLLECTIVE BARGAINING AGREEMENT  
OPEIU LOCAL 8 – IAM 160

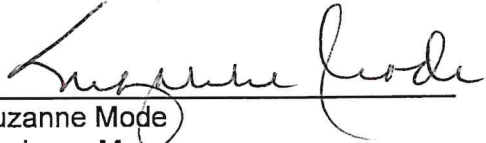
Signed this 24th of January 2023.


**INTERNATIONAL ASSOCIATION OF  
MACHINISTS AND AEROSPACE  
WORKERS, DISTRICT LODGE 160**

By   
Steve Miller  
Directing Business Representative  
IAM & AW District 160

**OFFICE & PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION LOCAL 8**

By   
Leslie Liddle  
Union Representative

By   
Suzanne Mode  
Business Manager

By   
KC Barber  
Bargaining Team

**SCHEDULE "A"**

	<b><u>Start</u></b>	<b><u>6 Months</u></b>	<b><u>One year or more</u></b>
Executive Administrative Assistant	90%	95%	\$ 35.89
Administrative Assistant	90%	95%	\$ 32.14
Assistant	90%	95%	\$ 23.83

Effective January 1, 2023, the above wage rates will go into effect. January 1, 2024 and January 1, 2025, the above wage rates shall be increased by the average of the percentage increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) as published by the U.S. Department of Labor's Bureau of Labor Statistics and the Canadian Consumer Price Index as published by Statistics Canada. The "not seasonally adjusted" indices will be used.

The Employer guarantees the following minimum increases for all classifications regardless of the indices:

January 1, 2024..... Not less than 1.5% increase  
January 1, 2025..... Not less than 1.5% increase