



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

I.B.E.W. 76 FEDERAL CREDIT UNION

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 – I.B.E.W. 76 FEDERAL CREDIT UNION

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COLLECTIVE BARGAINING AGREEMENT

I.B.E.W. 76 FEDERAL CREDIT UNION

THIS AGREEMENT is made and entered into at Seattle, Washington this 1st day of January 2023, by and between INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 76 FEDERAL CREDIT UNION 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 (See Exhibit A for guidelines), excluding elected officers, elected or hired business representatives, staff assistants and organizers, as defined by the Act.

Section 1.2 UNION LABEL. All communications of any type produced by Local 8 employees sent out of any office under this Agreement shall bear the Union label of the Office and Professional Employees Local No. 8, except that letters occasionally written by the Agents and Organizers and/or Executive officers of the Employer need not bear this label. Only OPEIU bargaining unit members are authorized to use the OPEIU 8 Union 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 The Employer shall notify all employees on their first day of employment of their responsibility to contact the Local to satisfy their union obligation. Temporary and on-call employees shall pay work permit fees in lieu of Initiation Fees up to ninety (90) days (455 hours for on-call employees), when full Initiation Fees are due, in accordance with Local 8's Bylaws.

Section 2.4 No present employee, who, prior to the date of this Agreement was receiving more than the rate of wages or vacation 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.

ARTICLE 3

UNION BUSINESS

Section 3.1 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/her presence known to the Employer.

Section 3.2 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 3.3(a) VOTE CHECK-OFF. The Employer agrees to check-off voluntary contributions for the Union's political action fund(s) for each covered person who voluntarily executes a check-off authorization designating such deduction and the amount. Such employee contribution shall be remitted to the Union monthly.

Section 3.3(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 3.3(c) All monies collected under this Agreement shall be made payable to the Secretary-Treasurer of the Union and submitted to Local 8 within fifteen (15) days along with a list of employees from whom such deductions have been made and the amount deducted for each such employee.

Section 3.4(a) HARDSHIP FUND CHECK-OFF. The Employer agrees to check-off voluntary contributions for the Union's Hardship Fund for each covered person who voluntarily executes a check-off authorization designating such deduction and the amount. Such employee contribution shall be remitted to the Union monthly.

Section 3.4(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 3.4(c) All monies collected under this Agreement shall be made payable to the Secretary-Treasurer of the Union and submitted to Local 8 within fifteen (15) days along with a list of employees from whom such deductions have been made and the amount deducted for each such employee.

ARTICLE 4

GENERAL

Section 4.1 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.

Section 4.2 It shall not be considered a violation of this Agreement for the employee to refuse to perform work detoured to their office from a firm which has been placed on the "Unfair List" of any Labor Organization.

Section 4.3 The Employer agrees that all benefits now being extended to the employees shall remain in force and shall not be rescinded during the life of this Agreement.

ARTICLE 5

WORK SCHEDULE

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

Section 5.2 Employees required to work in excess of established working hours, and on Saturday, shall receive one and one half times the actual rate of said employees pay. All time worked on Sunday and holidays as defined in this agreement, shall be paid at twice the actual rate of said employee's pay.

Section 5.3 Employees working more than a 6.5 hour shift shall receive two paid relief periods of 15 minutes in each day's work schedule. The first such relief period shall occur during the morning prior to the employees scheduled lunch period and the second relief period shall occur in the afternoon prior to the employees quitting hour.

Section 5.4 Employees working more than a five hour shift shall receive an unpaid lunch period of 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 (3) hours before quitting time.

Section 5.5 A full time employee shall be defined as an employee whose permanent scheduled work hours are in excess of twenty six (26) hours per week.

ARTICLE 6

HOLIDAYS

Section 6.1 The following named holidays or those observed by the Employer, shall be granted with no deduction in salary and shall be paid for as though the employee had worked a full shift at the actual rate of pay. To be eligible to receive Holiday Pay Benefit, an employee must work the last regularly scheduled day prior to the holiday and the first regularly scheduled day after the holiday, except for bona fide illness or with the prior approval for such absence on those regular scheduled days. The holidays are as follows:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Juneteenth	Day after Thanksgiving Day
Independence Day	Christmas Day

Should the Employer close the office early on Christmas Eve and New Year's Eve for any reason, the employees will be compensated for their scheduled hours.

Section 6.2 If any of the aforementioned holidays fall on Saturday, employees will be off the previous Friday. If the holiday falls on a Sunday, employees will be off the following Monday.

Section 6.3 If a holiday falls within a regular scheduled vacation period, the employee will not be charged a vacation day for the holiday (which shall instead be paid as a holiday.)

ARTICLE 7

VACATIONS

Section 7.1 Full time Employees shall be entitled to and shall receive annual vacations with pay. Vacation will accrue on the following basis. Part-time employees shall receive pro-rated vacation accrual.

<u>Length of Employment</u>	<u>Vacation Days Per Year</u>
Six months but less than one year	- 5 days
One year but less than three years from employment date	- 10 days
Three years but less than eight years from employment date	- 15 days
Eight years or more from employment date	- 20 days

Section 7.2 Vacation requests for scheduled time off submitted prior to January 31st shall be reviewed by the Employer, and preference for dates requested will be granted to the senior employee with consideration for operational needs. The Employer will respond to such request by March 1st. After March 1st vacation requests for scheduled time off shall be on a first-come

first served basis. Once approved by the Employer, less senior employees shall not be displaced by more senior employees. After March 1st all vacation requests once submitted to the manager will receive a response of approval or denial of vacation within fourteen (14) days of request.

Section 7.3 In the discharge or layoff of an employee, except for “just cause”, the pro-rata accrued vacation pay shall be included in their final wage adjustment, not to exceed one hundred sixty (160) hours of accrued vacation time.

Section 7.4 An employee shall accumulate no more than two (2) years' vacation credits. Once an employee reaches the two (2) year cap on accrual, no additional vacation time will accrue until employee uses vacation leave.

Section 7.5 Employees will be required to take at least a minimum of a single week vacation (five consecutive business days) per calendar year. Any long term or continual use of a specific day (s) off in a row will be treated differently than regular vacation requests (i.e., 10 Mondays in a row). Any such request will be submitted and must be mutually agreed upon between management and the employee.

ARTICLE 8

SICK LEAVE

Section 8.1 Full-time employees shall accrue sick leave at a rate based on their hourly work schedule and not to exceed eight (8) hours per month up to a maximum of four hundred (400) hours. An employee temporarily laid off shall not lose accrued sick leave. Part-time employees shall receive pro-rated sick leave.

Section 8.2 Seniority will accumulate during periods of paid sick leave.

Section 8.3 No employee shall be dismissed during periods of absence due to illness unless the Employer would have terminated the employee regardless of the use of sick leave (i.e., layoff, discharge for cause) provided by law.

Section 8.4 Each employee shall be entitled to use earned sick leave for the following purpose:

1. To cover an absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition; or an employee's need for preventative 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 preventative medical care.

3. When the employee's place of business has been closed by order of a public official for any health-related reasons, 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 qualified for leave under the domestic violence leave act, chapter 49.76 RCW.
5. Dental and optical examination and/or treatment of the employee, spouse/partner and dependent.

An employee must notify the Manager before the scheduled time to report to work on the first day of sick leave and each day after unless there is a mutual agreement to do otherwise. If the employee is in a position where relief replacement is necessary, the employee will notify the manager at least two (2) hours prior to their scheduled time to report to work (excluding leave taken in accordance with the Domestic Violence Leave).

Section 8.5 An employee returning to work after any sick leave absence may be required to provide written certification from their health care provider should the leave be longer than five (5) consecutive work days. Any private information contained in the verification will be treated by the Employer in a confidential manner consistent with applicable federal, state, and local privacy laws. Employer-requested verification may not result in an unreasonable burden or expense to the employee. If the need for paid sick leave is foreseeable, an employee will give the Employer as much advance notice as possible depending on the circumstances. If the need for paid sick leave is unforeseeable, the employee must give notice to the Employer as soon as practicable.

Section 8.6 Family members is defined as a child or parent (including biological, adopted, foster, step or legal guardian), a spouse, domestic partner as defined by Washington State law, spouse's/partner's parent, grandparent, grandchild or sibling. Workers Compensation benefits, if available, will be coordinated with sick leave benefits. No employee will be denied sick leave or disciplined for legitimate sick leave utilization.

Section 8.7 Upon termination other than "*for cause*" an employee shall be paid fifty percent (50%) of his or her unused sick leave accumulation.

ARTICLE 9

LEAVES OF ABSENCE

Section 9.1 BEREAVEMENT LEAVE. An employee shall be granted a leave of absence of forty (40) hours with pay for the purposed of bereavement. The leave of absence will not be charged against sick leave. Family member is defined for this purpose a child or parent (including biological, adopted foster, step or legal guardian), a spouse, domestic partner as defined by Washington State law, son-in-law, daughter-in-law, spouse's/partner's parent, grandparent, grandchild, or sibling or those of the employee's spouse or domestic partner or for the loss of a child in the event the employee would have qualified for prenatal or postnatal medical or family leave to bond with the child.

Section 9.2 MILITARY LEAVE. The Employer agrees to abide by the provisions of the State and Federal Law with respect to leaves of absence due to military service.

Section 9.3 JURY DUTY. The Employer agrees to pay the difference between full wages and what the employee receives while serving on a jury, upon verification of actual service.

Section 9.4 MEDICAL LEAVE. After one (1) year of continuous employment permission may be granted for a leave of absence for the birth or adoption of a child, or for a serious health condition. Employees are eligible for twelve (12) weeks medical leave per year. Thirty (30) days notice must be given when foreseeable or as soon as is practicable under the circumstances. Such leave may be granted not more than once in any twelve (12) month period without loss of seniority. Accrued sick leave must be used prior to taken unpaid leave of absence, and a medical certificate may be required. Employees may use accrued vacation during this period at their discretion.

Section 9.5 PERSONAL LEAVE. The Employer may grant an extended leave of absence with/or without pay in appropriate circumstances. In order to apply, employees must submit a written request to their manager. Response to request will be returned within forty-five (45) days. Employees may be on extended leave for up to twelve (12) months without loss of seniority.

ARTICLE 10

WASHINGTON PAID FAMILY AND MEDICAL LEAVE

Section 10.1 Employees shall be granted up to twelve (12) weeks of paid family leave to care and bond within twelve (12) months of the birth, adoption, or placement of a child younger than eighteen (18) years of age, and to care for oneself, a dependent, spouse, domestic partner or parent with a serious illness or injury. An additional two (2) weeks of leave will be available when the leave is a result of pregnancy complications. Employees are eligible for up to sixteen (16) weeks of leave when family and medical leave are used in combination. For example, an expecting mother could use eight (8) weeks of medical leave for bed rest. The mother could then use an additional eight (8) weeks of family leave after giving birth to care and bond with the new child. Health and welfare benefits shall remain in full force and affect during such leave, but employees shall not accrue vacation or sick leave while out on unpaid leave.

Section 10.2 Employees shall receive compensation while out on this leave from the Washington State Employment Security Department. The Employer shall pay the full premium amount for each bargaining unit employee. An employee may choose to use their accrued sick leave to supplement the state's compensation when taking Washington Paid Family and Medical Leave.

ARTICLE 11

SENIORITY

Section 11.1 Newly hired employees shall be considered on a trial basis for a period of six (6) calendar months from the date of hiring.

Section 11.2 During the term of the trial period, such full-time employees shall be entitled to all rights and privileges of this agreement, except with respect to discharge and rate of pay. During employees trial period, they shall receive ninety five percent (95%) of the full rate of pay for their group classification according to the Schedule "A" in the agreement. Such employees may be terminated any time during this period of probation without any recourse to the grievance procedure. After the completion of the trial period, seniority shall be effective as of the original date of employment and their rate of pay shall increase to one hundred percent (100%) of the appropriate group classification.

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

ARTICLE 12

PROMOTIONS, DEMOTIONS, AND TRANSFERS

Section 12.1 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, and, if qualifications are equal, based on seniority. Job openings will be posted internally for seven (7) working days prior to opening to the public. It is agreed that the Employer has the final choice as to whom he/she hires or promotes.

Section 12.2 An employee who is promoted to a higher position shall receive the minimum of the new job classification or current pay rate, whichever is higher. All employees so promoted shall be placed on the higher-rated job for a probationary period of ninety (90) calendar days. During employee's trial period, they shall receive ninety five percent (95%) of the full rate of pay for their group classification according to the Schedule "A" in the agreement. In the event such promoted employee successfully passes the ninety-day probationary period, he 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 former position without any loss of seniority or pay.

ARTICLE 13

LAYOFFS AND RECALL

Section 13.1 If a reduction of office staff is necessary due to economic reasons, The Employer will first seek volunteers. If no volunteers come forward, the employee(s) with the least amount of seniority based on skills and abilities will be the first laid off. If a flexible schedule is developed such option must be by mutual agreement of the Employer, Employee(s) and the Union.

Section 13.2 An employee shall be given two weeks' notice of lay off or two weeks' pay in lieu thereof.

Section 13.3 Any employee laid off shall be placed on the recall list for a period of six months.

Section 13.4 The Employer, upon rehiring, shall do so in the order of layoff if the employee is qualified to perform the recalled position. 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.

Section 13.5 An employee recalled and reinstated to the former position held shall receive his former rate of pay in addition to any wage increases which were applied to his job classification during the period he was on the recall list.

Section 13.6 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

GRIEVANCE PROCEDURE

Section 14.1 GRIEVANCE DEFINED. A grievance is defined as an alleged violation of a specific provision or provisions of this Agreement. A grievance must be submitted in writing by the grieving party to the other party within thirty (30) calendar days of knowledge of the alleged violation. Time limits set forth in the following steps may be extended only by mutual written consent of the parties hereto.

- Step 1. Grievances shall be considered and may be settled at the lowest possible level. The grieving employee shall contact the Manager in order to resolve grievances at the lowest possible level. The Manager shall provide a written response to the grievant within seven (7) working days. If the answer given by the Manager is not satisfactory, the employee shall appeal the grievance in the following manner.
- Step 2. All complaints and disputes concerning the interpretation and/or application of this Agreement shall be presented in writing by the Union Representative to the grievant's manager, within seven (7) working days following the manager's response to the grieving party. The written grievance shall specify the provision of this Agreement allegedly violated, the date of such violation, and the remedy sought by the grievant. The manager shall be given seven (7) working days to resolve or respond to the grievance in writing.
- Step 3. If the grievance is not resolved to the employee's satisfaction at Step 2, the Union representative shall present the grievance to a designated representative(s) of the Board of Directors within seven (7) working days of manager's decision. The parties shall meet to discuss the grievance. The Board's designated representative(s) shall reply in writing within seven (7) working days following next scheduled board meeting, where the grievance will be reviewed by the Board of Directors.
- Step 4. At the conclusion of Step 3, if no solution is reached, the Union and the Employer may jointly agree to submit the grievance to a mediator from the Federal Mediation and Conciliation Service (FMCS). Such reference, if made, must be

made within seven (7) calendar days following receipt of the Employer's answer in Step 3. The federal mediator will have 30 days to attempt to mediate a resolution. If neither party takes action within seven (7) calendar days from the end of the thirty (30) day period, the matter will be considered dropped and no further action will be taken by either party regarding this grievance.

- Step 5. 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 seven (7) calendar days following receipt of the written response from the Employer Representative. If the Employer and the Union fail to agree on an arbitrator, a list of seven (7) arbitrators shall be requested from the Federal Mediation and Conciliation Service. Once the panel is received, the parties will have five (5) working days to select the Arbitrator. The parties shall thereupon alternate in striking names from panel until one name remains. The person whose name remains shall be the arbitrator. The arbitrator's decision shall be final and binding on all parties. The Arbitrator shall confine himself/herself to the issue submitted for arbitration and shall have no authority to determine any other issue not submitted to him/her. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. Each party shall bear one-half (½) of the fee for the arbitrator and any other expense jointly incurred incident to the arbitration hearing. All other expense shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other party.

ARTICLE 15

WELFARE AND PENSION

Section 15.1 The Employer shall provide State Industrial Insurance coverage or equivalent for all employees.

Section 15.2 MEDICAL AND DENTAL. The Employer shall furnish IBEW Health and Welfare coverage, or comparable plan, for all full-time employees and families. The Employer shall pay the entire cost of this coverage at the rate as may be fixed from time to time. Employees compensated for eighty (80) hours or more the previous month shall be eligible for coverage.

Section 15.3 All part-time employees shall receive a lump sum payment equal to Two Dollars and fifteen cents (\$2.15) per hour for each hour worked during that month, such payment to be in lieu of Medical Coverage.

Section 15.4 PENSION. The Employer shall pay into the Western States Office and Professional Employees Pension Fund for each bargaining unit employee to provide retirement benefits pursuant to provisions of the Western States Office and Professional Employees Pension Fund. Payments shall be made by the 15th of the following month.

The Employer shall contribute six dollars and thirty cents (\$6.30) (\$3.50 hourly contribution plus \$2.80 per hour for the required 80% Supplemental Contribution defined by the Fund's Rehabilitation Plan) per compensable hour on all hours each bargaining unit employee hourly base wage as set forth in this Agreement. Additionally, the Employer agrees to and shall be bound by all terms, conditions, and provisions of the Trust Agreement and any changes, additions amendments or modification thereto which are made by the authorized Trustees of the Western States Office and Professional Employees Pension Fund.

Section 15.5 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 provisions thereof.

Section 15.6 The employer shall contribute into a 401K or similar plan the amount per hour, as outlined in Schedule "A", of this agreement, for each compensated hour worked by their employees performing work covered by this Agreement.

ARTICLE 16

NONDISCRIMINATION

Section 16.1 The Employer agrees that he will not discriminate against an employee because of their activity as a member of the Union.

Section 16.2 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, sexual orientation, disability, marital status, military status or age.

ARTICLE 17

COMPENSATION

Section 17.1 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.

Section 17.2 Any position not covered by Schedule "A" or any positions which may be established during the life of this Agreement shall be subject to negotiations between the Employer and the Union. Such positions shall not be established and put into operation until such time as agreement is reached between the parties as to the classification and rate of pay for the position. In the event that the parties are unable to agree as to the classification and rate of pay for the job in question, such dispute shall be submitted to the arbitration procedure contained in this Agreement.

Section 17.3 Regular part-time employees shall be entitled to and shall receive vacations with pay, paid sick leave and any and all other benefits, unless specifically otherwise stated herein,

on the same basis as regular full-time employees pro-rated to the number of hours worked per month.

Section 17.4 Employees called in to work at other than regularly scheduled hours shall be guaranteed four hours' pay.

ARTICLE 18

TRAVEL PAY

Section 18.1 Employees mandated to attend job-related training shall receive appropriate hourly wage for all time (including travel) spent at such training.

Section 18.2 The Employer agrees to pay appropriate per diem, travel expenses and mileage (at the appropriate IRS rate) for all travel associated with mandatory job-related training.

ARTICLE 19

EMPLOYMENT PRACTICES

Section 19.1 No employee will be disciplined or discharged without just cause as outlined in the IBEW 76 Federal Credit Union Employees Handbook.

Section 19.2 MANAGEMENT RIGHTS. Except as modified by this Agreement, Employer retains the sole right to manage the affairs of the Credit Union and to direct the working forces. Such functions of management shall include, but are not limited to, the rights, in accordance with the Employer's sole and exclusive judgment and discretion to:

- A. Determine the services to be provided, methods and schedules of work and services, the type of equipment and the sequence of work and services;
- B. Determine the number of employees to be employed;
- C. Maintain discipline among employees, including the right to make rules and regulations to promote efficiency, safe practices, and proper conduct on the part of employees, and to maintain client confidentiality;
- D. Direct generally the work of employees, subject to the terms and conditions of this contract, including the right to hire, discharge, suspend or otherwise discipline employees for cause, to promote, demote, or transfer employees, to assign them to shifts and location based on the needs of the program and determine the amount of work needed, and to lay off employees;
- E. Determine the number and location of Employer's facilities.

ARTICLE 20

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 21

SUCCESSOR CLAUSE

Section 21.1 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 the employer will give the Union thirty (30) day written notice of any such impending action.

Section 21.2 The Employer shall notify potential successors of the existence of this Agreement but shall not require potential successors to assume this Agreement.

Section 21.3 If any such merger, consolidation or other action will affect the terms of this Agreement, the Employer will request that the potential successor meet with the Union.

ARTICLE 22

TERMINATION AND RENEWAL


Section 22.1 This Agreement shall become effective January 1, 2023 and shall remain in effect until December 31, 2025, and shall thereafter automatically renew itself from year to year 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.

COLLECTIVE BARGAINING AGREEMENT
OPEIU LOCAL 8 – I.B.E.W. 76 FEDERAL CREDIT UNION

SIGNED this 31 day of August, 2023.

FOR THE EMPLOYER:

I.B.E.W. #76 FEDERAL CREDIT UNION

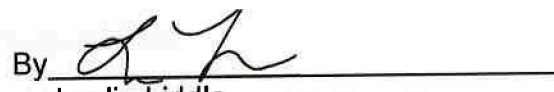
By 
Mike Church
Board Chairman

By *Marty Church*
Marty Church
Board Member

By *Sheila Augustine*
Sheila Augustine
CEO

FOR THE UNION:

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

By 
Leslie Liddle
Union Representative

By *Suzanne Mode*
Suzanne Mode
Business Manager

By *Frosty Carter*
Frosty Carter
Bargaining Committee

By *Sherri Lee Kunishige*
Sherri Lee Kunishige
Bargaining Committee

COLLECTIVE BARGAINING AGREEMENT
OPEIU LOCAL 8 – I.B.E.W. 76 FEDERAL CREDIT UNION

SCHEDULE "A"
Wages/DC Pension

*Union agrees with Employer Schedule "A" in regard to Groups and classifications. The Employer will contribute \$1.45 to DC Pension per hour for each employee in each classification.

	<u>Base Wage</u>	<u>DC Pension</u>
GROUP I – Support/Member Service		
Part-Time Member Service Rep/Teller	Prevailing Wage	\$1.45
Member Service Rep/Teller	WSMW*	\$1.45
Sr. Member Service Rep/Head Teller	WSMW*	\$1.45
GROUP II – Lending Collections		
Loan Processor	\$18.00	\$1.45
Loan Officer	\$20.00	\$1.45
Sr. Loan Officer	\$23.00	\$1.45
GROUP III – Accounting		
Accountant	\$20.00	\$1.45
Sr. Admin Accountant	\$24.00	\$1.45
GROUP IV – Operations		
Assistant Manager	\$25.00	\$1.45

*WSMW = Washington State Minimum Wage

Nothing herein shall prevent the Employer from paying above the Base Wage amount for the classification.

Increases to the wage schedule are as follows:

Effective January 1, 2023, all wages will be increased by seven percent (7%).

Effective January 1, 2024, all wages will be increased by five percent (5%)

Effective January 1, 2025, all wages will be increased by five percent (5%)

No employee, presently on the employer's payroll, at the time of this signing of the Agreement shall suffer any reduction of pay or loss of any fringes benefit or any other monetary compensation of benefits as a result of the signing of this Agreement, unless mutually agreed to by the employer and the Union, and nothing shall preclude the payment of the higher rate at the discretion of the employer. Future increases will only apply to employees currently working under the terms of this Agreement at the effective date(s) as outlined above.

liuna#242/afl-cio

eDOCSignature Document Signing Audit Information

Doc ID: 37E089F867DC4127958A56D98204DDFC

Form Name: OPEIU CBA

Package Name: OPEIU CBA 08-31-2023

Created On: 08/31/2023 14:22:07

Created By: SHEILA@IBEW76FCU.ORG

Locked On: 08/31/2023 14:44:55

Sign Set ID: 713B1A6713374CC28027621E073246A1

Signer Name: Marty Church

Signer Email: tacomacleapro@gmail.com

Signer was forced to use the specified name.

Auth Code Not Used

Disclosure Version: DEFAULT

EULA Version: 2022-09-09

Agreement Completed: 2023-08-31 11:44:29

Typed Signature: "Marty Church"

Marty Church

Typed Initials: "MC"

MC

Signature Elements Completed

<u>ID</u>	<u>Type</u>	<u>Clicked From</u>	<u>Clicked On</u>	<u>Value</u>
0	Signature	172.56.105.182	2023-08-31 14:44:50	

Document History

08/31/2023 14:22:07	eSign Package OPEIU CBA 08-31-2023 created by SHEILA@IBEW76FCU.ORG
08/31/2023 14:22:07	Signing Document OPEIU CBA created by SHEILA@IBEW76FCU.ORG
08/31/2023 14:22:09	eDOCSignature ticket sent to Marty Church
08/31/2023 14:44:29	Signing Document OPEIU CBA viewed by Marty Church
08/31/2023 14:44:55	Signing Document OPEIU CBA signed by Marty Church
08/31/2023 14:44:55	Signing Document OPEIU CBA locked