



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 LONGSHORE & WAREHOUSE
UNION LOCAL NO. 19**

AND

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

FOR THE PERIOD OF

NOVEMBER 1, 2023 THROUGH JUNE 30, 2028

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COLLECTIVE BARGAINING AGREEMENT
INTERNATIONAL LONGSHORE & WAREHOUSE UNION LOCAL 19

THIS AGREEMENT is made and entered into at Seattle, Washington this 1st day of November 2023 by and between INTERNATIONAL LONGSHORE AND WAREHOUSE UNION LOCAL NO. 19 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 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 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 covered by this Agreement.

Section 1.2 UNION LABEL All correspondence 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 letters written by the Business Agents and/or executive officers of the Employer need not bear the label.

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. Employees hired on a temporary, part-time or full-time 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 2.3 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 will be used by employees to be set forth as Exhibit "A" to this Agreement. Dues deductions will be transmitted to the Union by check payable to its order on or before the twenty-fifth (25th) of each month.

Section 2.4 This Article shall not prevent the officers of ILWU Local 19 from performing their functions under the constitution of ILWU Local 19.

Section 2.4(a) The Employer has the right to create the position of "Earnings Clerk" or similar title, which is not a position covered by this Agreement and will be filled by an ILWU Local 19 member. There shall be no layoff or reduction in hours for any regular full-time bargaining unit employee as a result of such a position existing.

Section 2.5 The Employer covered by this Agreement shall continue to complete and process the health and welfare work of ILWU Local 19 currently performed for the life of this Agreement, unless either party chooses to reopen this Article to renegotiate the impact of the work. Either party must give thirty (30) days' notice if there exists a desire to modify this Article.

ARTICLE 3

UNION BUSINESS

Section 3.1 The members of the Union Negotiating Committee, no more than one (1) 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 member is scheduled to be on duty.

Section 3.2 The Business 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 Business Representative will first make his/her presence known to the Employer.

Section 3.3 The Employer shall recognize the office stewards who show authority from the Union as a duly accredited Union representative who, upon notifying the Secretary-Treasurer or other Employer designee, may investigate all grievances on Employer's time, for a reasonable period of time.

Section 3.4 The Employer agrees to check-off voluntary contributions for the Union's Voice of the Electorate (VOTE) program for each covered person who voluntarily executes a check-off designating such deduction and the amounts.

Section 3.5 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 3.6 All monies collected under this Agreement shall be transmitted to the Secretary-Treasurer of VOTE 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

REGULAR AND TEMPORARY EMPLOYEES

Section 4.1 A regular employee is any regular full-time or regular part-time employee as defined below.

Section 4.2 A regular full-time employee is an employee who has been in the employ of the Employer for a probation period of eighty (80) calendar days and normally works a regular continuing schedule of thirty-five (35) hours per week. Such employee shall be entitled to full benefits under the terms of the Agreement. An eighty (80) calendar day extension of the probationary period shall be granted upon mutual agreement after written request by the Employer to the Union.

Section 4.3 A regular part-time employee is an employee who works less than the regular seven (7) hour work day and/or less than a five (5) day workweek and who has been in the employ of the Employer for a probation period of eighty (80) calendar days and shall be granted all fringe benefits. An eighty (80) calendar day extension of the probationary period shall be granted upon mutual agreement after written request by the Employer to the Union.

Section 4.4 The Employer agrees that temporary employees shall not be hired for the purpose of displacing regular full-time employees on the payroll. Temporary employees are employees hired for a specified period of time, not to exceed eighty (80) days. The Employer shall notify the Union in writing of all employees temporarily hired, and give the specified time period for such hiring. Prior to the end of the eighty (80) days, if the Employer determines that the temporary job is to become permanent, it shall be subject to the three (3) days' posting and the employee selected to fill the job opening shall receive the applicable rate, plus fringe benefits.

Section 4.5 The time period stated in Article 4, Section 4.4, can be extended in the event the temporary employee is hired to fill a temporary vacancy created because of leave of absence granted under Article 9, Section 9.4. The Employer shall notify the Union in writing if such positions are to be filled.

ARTICLE 5

HIRING, PROMOTIONS, TRANSFERS, PROBATION, DISCIPLINE AND TERMINATIONS

Section 5.1 The Employer shall notify the Union by telephone whenever there is a job vacancy. Such notification shall then be verified by mail.

Section 5.2 It is agreed that the Employer will pay charges incident to the hiring of employees which are incurred due to the requirement of the Employer. The Employer agrees not to use employment agencies where fees are required.

Section 5.3 HIRING AND JOB POSTING PROCEDURES.

Section 5.3(a) It is agreed that the Employer has the final choice as to whom it hires and whom it assigns to a particular job, as long as such assignment is not in conflict with Seniority provisions of Article 6.

The Employer agrees to notify the Union of the name, address, social security number, classification, rate of pay, and the date the new employee was put on the payroll. Such notice will be given within 72 hours of the hire of a new employee, Saturday, Sunday and holidays excepted.

Section 5.3(b) Current employees shall receive timely notice of any new job or vacancy within the bargaining unit.

Section 5.3(c) Only bargaining unit employees who make timely application during the three (3) workday period will be considered eligible for the vacant position.

Section 5.4 An employee promoted to a new position, in accord with the procedures of Section 5.3, shall have a thirty (30) calendar day probationary period and shall receive the appropriate rate of pay for the new position during such probationary period. An employee determined to be unqualified for a new position during the probationary period shall be returned to the previously held position, at the former rate of pay, with no loss of seniority.

Section 5.5 DISCIPLINE AND TERMINATION OF EMPLOYMENT FOR CAUSE.

Section 5.5(a) The Employer shall not discharge or suspend any employee without just cause. No employee shall be terminated or given notice of discharge while on paid sick leave, vacation or an approved leave of absence.

Section 5.5(b) The Employer retains the right to discharge new employees during or at the end of the probationary period and the discharge shall not be subject to the grievance procedure.

Section 5.5(c) Employees with more than one (1) year of service, discharged by the Employer shall be given two (2) weeks' notice or two (2) weeks' pay in lieu of notice. Regular employees who desire to voluntarily terminate their employment shall give the Employer two (2) weeks' notice prior to their termination date selected.

Section 5.5(d) Upon termination, earned and accrued vacation and sick leave shall be paid in accordance with the terms of the Agreement. In the event employees, who voluntarily terminate their employment fail to give notice as provided in Section 5.5(c), the employee shall forfeit earned and accrued vacation and sick leave, not to exceed two (2) weeks and in accordance with state or local law.

Section 5.5(e) No notice of termination or pay in lieu thereof shall be required for the termination of an employee due to criminal acts, fraud, embezzlement or when an employee fails to return to work at the completion of an approved leave, without compelling reasons for such failure.

Section 5.6 EFFICIENT OPERATIONS. There shall be no interference by the office staff with ILWU Local 19's right to operate efficiently and to change methods of work and to utilize labor-saving devices and to direct the work through the President/Office Manager of ILWU Local 19, while explicitly observing the provisions and conditions of this Agreement protecting the safety and welfare of the office staff and avoiding speedup: "Speedup" refers to an onerous workload on the individual worker; it shall not be construed to refer to increased production resulting from more efficient utilization and organization of the work force, introduction of labor-saving devices, or removal of work restrictions. In order to avoid disputes, ILWU Local 19 shall make every effort to discuss with the office staff in advance the introduction of any major change in operations. ILWU Local 19 shall not be required to hire unnecessary office staff. The number of office staff necessary shall be the number required to perform an operation in accordance with the above provisions, giving account to the contractual provisions for relief.

ARTICLE 6

SENIORITY

Section 6.1(a) DEFINITION. Seniority is defined as an employee's continuous length of service with the Employer from the most recent date of hire.

Section 6.1(b) APPLICATION. Seniority shall control in layoff and recall from layoff, promotions in accordance with job posting procedures, shift changes, and vacations in accordance with the provisions of this Section where such factors as skill, competence and ability are substantially equal. Where vacation schedules and shift changes cannot be decided by mutual agreement of employees and Employer, seniority shall prevail.

Section 6.1(c) ACCUMULATION.

- 1) The most recent date of hire shall be considered the employee's seniority date.
- 2) When a person completes their probation they shall be considered as a regular employee and shall be given credit for all seniority calculated from the original date of hire.
- 3) Seniority will accumulate while on approved leave of absence for up to one (1) year if such leave is non-industrial leave. If the leave of absence is industrial related, seniority will accumulate for up to two (2) years.
- 4) An employee who has been employed by ILWU Local 19 for less than one (1) year and is laid off in accord with Article 7 shall retain and increase his or her seniority for no more than one (1) year from the date of layoff.
- 5) An employee who has been employed by ILWU Local 19 for one (1) year or more and

is laid off in accord with Article 7 shall retain and increase his or her seniority for no more than two (2) years from the date of layoff.

Section 6.1(d) LOSS OF SENIORITY. An employee shall lose all seniority rights for any one or more of the following reasons:

- 1) Voluntary resignation.
- 2) Discharge for just cause.
- 3) Failure to return in accordance with the terms of a leave of absence or when recalled from layoff.
- 4) Retirement.

ARTICLE 7

LAYOFF/RECALL

Section 7.1 LAYOFF PROCEDURE.

Section 7.1(a) In the event of a layoff, the Employer shall notify the Union of the extent and nature of the layoff before it is implemented.

Section 7.1(b) Employees with the least amount of seniority shall be the first to be laid off.

Section 7.1(c) Employees to be laid off shall be given two (2) weeks' notice prior to the layoff or they shall be paid two (2) weeks' pay in lieu of notice.

Section 7.1(d) Upon layoff, an employee shall be paid for all earned and accrued vacation and sick leave in accordance with the terms of this Agreement.

Section 7.1(e) In the event of a Longshore strike or lockout on the part of PMA, office employees may be laid off without pay.

Section 7.2 RECALL PROCEDURE.

Section 7.2(a) The Employer, upon rehiring, shall do so in the inverse order of seniority. The Employer shall rehire the last employee laid off; provided that, such employee has the ability to perform the work in the position for which he or she is rehired.

Section 7.2(b) 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 able to be re-employed.

Section 7.2(c) Any notice of re-employment to an employee who has been laid off shall be made by certified mail to the last known address of such laid off employee, and the employee shall respond within seven (7) days of receipt. The Employer's responsibility shall end upon

return of unclaimed notice to ILWU Local 19's office.

Section 7.2(d) Employees shall accrue seniority while on layoff in accord with Article 6.

ARTICLE 8

HOLIDAYS

Section 8.1 The following days shall be designated as legal holidays and shall be granted with no deduction in salary:

New Year's Eve Day	Martin Luther King Day
New Year's Day	Harry Bridges' Day
Washington's Birthday	Labor Day
Caesar Chavez's Birthday	Veterans' Day
Memorial Day	Thanksgiving Day
Juneteenth	Christmas Eve Day
Independence Day	Christmas Day
July 5 th	

Section 8.2 Employees required to report for work on a holiday recognized in this Agreement shall receive a minimum of seven (7) hours pay in addition to overtime pay.

Section 8.3 In the event a holiday under the Agreement falls during an employee's vacation, the employee shall receive the holiday.

Section 8.4 If any of the aforementioned holidays fall on Saturday, the holiday will be the preceding Friday. If the holiday falls on Sunday, the following Monday shall be considered the holiday.

Section 8.5 In the event holidays honored under this Agreement fall during an approved medical leave of absence (Section 9.4), the employee shall receive pay at the appropriate rate for the holiday(s). After the employee's return to work under Section 9.4 (medical leave of absence) the employee must have worked not less than 800 hours in the previous calendar year and the employee has been available three days of the five days, Monday through Friday (exclusive of the holiday), during the payroll week in which the holiday falls.

Those employees who have worked during the payroll year but have insufficient qualifying hours for holidays due to illness or injury, shall qualify for holiday based on hours worked during the four payroll quarters preceding the quarter in which the injury or illness occurred.

ARTICLE 9

LEAVE

Section 9.1 After completion of the probation period, sick leave with pay shall be granted on the basis of one (1) day for each month of continuous service accumulative up to sixty (60) workdays. An employee must be paid for seventy-seven (77) hours within a calendar month to

receive the day of sick leave. Vacations and holidays count as days worked for the accumulation of credit.

Section 9.2 Sick leave may be used: (1) to cover an absence resulting from an Employee's mental or physical illness, injury, or health condition; to accommodate the Employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care; (2) to allow the Employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care; (3) when the Employee's place of business has been closed by order of a public official for any health-related reason, or when an Employee's child's school or place of care has been closed for such a reason; (4) to cover an absence that qualifies for leave under the domestic violence leave act, chapter 49.76 RCW; and (5) dental and optical examination and/or treatment for each employee, spouse/partner and dependent children. Employees who must be absent shall promptly notify the Employer of their inability to report for work so that necessary adjustments in work assignments can be made to assure orderly continuity of the Employer's business. If the illness/injury exceeds five (5) working days or if abuse of sick leave is suspected, the Employer reserves the right to require a doctor's note or other comparable satisfactory proof of the employee's incapacity to work.

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 9.3 Unused sick leave shall not be compensable if an employee is terminated because of criminal acts, fraud or embezzlement. Upon severance of employment for any other reason, the employee shall be compensated for sick leave earned up to a maximum of thirty percent (30%) of the sixty (60) days.

Section 9.4 Medical leave of absence with a doctor's recommendation, employees shall be granted extended medical leaves of absence without pay, not to exceed one (1) year beyond the accumulation of paid sick leave. If such leave of absence is industrial related, it shall be for no more than two (2) years.

An employee on a medical leave of absence for six (6) months or less shall be returned to the employee's regular job, at the salary in effect at the time of return. If an employee's medical leave of absence extends beyond six (6) months, but is less than one (1) year, the employee shall be reinstated to the position held at the time the leave was granted, if available, or the first available other position at no less than the employee's former rate of pay. If the leave is industrial in nature, the employee shall be returned to the employee's regular job at the salary in effect at the time of return regardless of the duration of the leave.

Vacation and/or sick leave may be used during a leave of absence upon employee request.

Section 9.5 WASHINGTON PAID FAMILY AND MEDICAL LEAVE. Employees shall be granted up to twelve (12) weeks of paid family leave to care and bond within twelve (12) months of the birth, adoption or placement of a child younger than eighteen (18) years of age,

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and to care for oneself, a dependent, spouse, domestic partner or parent with a serious illness or injury. An additional 2 weeks of leave will be available when the leave is a result of pregnancy complications. Employees are eligible for up to 16 weeks of leave when family and medical leave are used in combination. For example, an expecting mother could use 8 weeks of medical leave for bed rest. The mother could then use an additional 8 weeks of family leave after giving birth to care and bond with the new child. Health and welfare benefits shall remain in full force and affect during such leave but employees shall not accrue vacation or sick leave while out on unpaid leave.

Employees shall receive compensation while out on this leave from the Washington State Employment Security Department. The Employer shall pay the full premium amount (not to exceed .4% of gross wages) 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 & Medical Leave.

ARTICLE 10

AUTOMATION/EDUCATION

Section 10.1 In the event of proposed technological changes, such as the introduction of data processing equipment, computers or other automated office machines, the Employer agrees to discuss such changes with the Union before such changes are made. Any jobs created by virtue of the installation of such equipment shall be offered to current employees.

Section 10.2 In the event training programs are necessary for employees to qualify for such jobs, the Employer agrees to provide training at the Employer's expense for those employees who wish to accept employment in the resultant automated positions. Senior employees will be given first opportunity to qualify for the new positions before any persons outside the bargaining unit are hired to fill resultant jobs.

Section 10.3 The Employer agrees to reimburse employees for the expense of tuition and books, when such expenses are incurred with prior approval of the Employer, for classes which will give the employees the skills they need to advance in their careers with the Employer. Reimbursement shall be made promptly after an employee presents the Employer with evidence of successful completion of the agreed upon course of studies.

ARTICLE 11

HOURS OF WORK

Section 11.1(a) The regular hours of work shall not exceed seven (7) straight-time hours in any one (1) day, to be worked within twelve (12) hours between 6:00 a.m. and 6:00 p.m. There shall be no split shifts. With mutual agreement of the employee and the Employer, the additional one (1) hour added to the workday may be adjusted and added to the beginning of the workday or at the end of the workday. An employee may report to work one (1) hour early or remain after the end of their normal workday upon mutual agreement.

Section 11.1(b) All hours worked in excess of thirty-five (35) hours in any one (1) week, all

hours worked in excess of regular working hours and all time worked on Saturday, Sunday or holidays shall be paid for at one and one-half (1 ½) times the employee's rate of pay. An employee will be required to report for work at their next scheduled shift.

Section 11.2 Employees ordered to report to work and who do report to work, shall receive not less than three and one-half (3 ½) hours pay at the applicable rate. If an employee returns to work after lunch he/she will be guaranteed a full days pay if sent home by the Employer.

Section 11.3 The established lunch period shall not exceed one (1) hour. In case of emergency, it may be shortened, but not to less than one-half (½) hour duration. Lunch periods shall not be compensable. Employees will not be required to take their lunch period until at least three (3) hours after starting work, nor later than three (3) hours before quitting time.

Section 11.4 Daily relief periods of fifteen (15) minutes each shall be allowed in the first half and second half of each shift. Relief periods are compensable.

ARTICLE 12

VACATIONS

Section 12.1 Vacation with pay shall be granted as follows:

<u>Length of Employment</u>	<u>Vacation</u>
One year but less than 8 years	Ten days
Eight years but less than 17 years	Fifteen days
Seventeen years but less than 20 years	Twenty days
Twenty years or more	Twenty-five days
Twenty-five years or more	Thirty days

Section 12.2 Vacations shall be taken at a time mutually agreeable to the Employer and employee. The Employer shall act on vacation requests within two (2) working days of receipt.

Section 12.2(a) Vacation time shall be used in increments of one (1) hour or more.

Section 12.2(b) The first full pay period in January, employees having been compensated for a minimum of eight hundred (800) hours in the previous year shall be cashed out their accrued vacation. If an employee has been compensated at least eight hundred (800) hours but leaves employment before January, all accumulated vacation will be paid upon termination, layoff or resignation.

Section 12.2(c) If a pay period will occur during an employee's scheduled vacation and the employee notifies the Employer at least two (2) days in advance, the employee shall receive pay in advance for the time they will be on vacation. The employee shall be given such pay no later than the last workday before his or her vacation begins.

ARTICLE 13

HEALTH AND WELFARE

Section 13.1 The Employer shall continue to pay premiums for the following benefits for each employee covered by this Agreement based on benefit levels in place as of July 1, 2014:

Section 13.1(a) The medical, dental and vision plan in effect shall be provided by the ILWU-PMA Coastwise Indemnity Plan – Washington. The Employer agrees to furnish such records and other information as may be needed by the Trustees of the ILWU-PMA Plan.

Section 13.1(b) The Employer agrees to provide eligible employees with Short-term Disability (\$200/week benefit level) and Long-term Disability benefits administered by the Puget Sound Benefits Trust.

Section 13.1(c) Contributions necessary to provide each employee with life insurance benefits of \$50,000 through ReliaStar Insurance Company (VOYA Financial).

Section 13.2 If, during the term of this Agreement, an increased contribution rate is necessary to maintain any of the present benefit schedules of the program enumerated in this Article, the Employer will pay the increased contribution rate.

Section 13.3(a) Should an employee covered by this Agreement become disabled, the Employer shall continue to pay health, welfare and pension contributions up to a maximum of three (3) years, which may be extended with approval from the Employer.

Section 13.3(b) The Employer may choose to have an independent medical evaluation done to determine the employee's medical status. If the parties are unable to agree, the decision will be referred to arbitration as per Article 20. The arbitrator's ruling shall be final and binding.

Section 13.4 Upon retirement, the Employer shall provide the same retiree health and welfare benefits as negotiated under the ILWU PMA Welfare Agreement.

ARTICLE 14

PENSIONS

Section 14.1 The Employer shall be bound by all the terms, conditions and provisions of the Trust Agreement and any changes, additions, amendments or modifications thereto which are made by the authorized joint Trustees of the Office and Professional Employees Retirement Plan.

Section 14.2 Said contribution shall be made to the Office and Professional Employees Retirement Plan in the manner as set forth in the Trust Agreement of said Trust. The details of such Retirement Plan established by this Trust Fund and this Trust Fund itself shall continue to be controlled and administered by a Joint Board of Trustees composed of equal representation of labor and management who are signatory to the Trust Agreement of the aforesaid Trust Fund.

Section 14.3 SALARY DIVERSION.

An amount may be elected by each employee as a reduction in the minimum salary schedule described in the Salary Schedule for the purpose of contributing such amount to the Office and Professional Employees Local 8 Supplemental Retirement Fund. The Employer agrees to transmit the amounts withheld from such employees' wages on a pre-tax basis as soon as the funds can be transmitted and not later than the next payroll period following an employee's written request for such wage diversion. Employees may elect to divert any amount up to the maximum threshold set by the IRS rules governing 401(k) plans. An employee shall be entitled to only one (1) election each quarter of a calendar year. The forms for the election shall be provided by the administrative office of the aforesaid Trust Fund. The resulting salary level shall be considered to be the negotiated salary level for that employee following the election. However, for the purposes of determining any other amounts under this Agreement based upon wage level, the original amount described in the Salary Schedule shall apply.

Section 14.4 In addition In addition to the above, employees may elect to participate in an ILWU 401(k) Savings Plan if available, subject to the restrictions outlined by IRS regulations and percentage amount restricted by law.

Effective July 1, 2022 and for the life of this Agreement, the Employer shall contribute the below amounts per hour, for the employees covered by the Agreement, into the ILWU 401(k) Retirement Plan. The contributions shall be subject to the restrictions outlined by the IRS regulations and the percentage amount restricted by law.

July 1, 2023 – \$1.00 per hour
July 1, 2024 – \$1.00 per hour
July 1, 2025 – \$1.00 per hour
July 1, 2026 – \$1.00 per hour
July 1, 2027 – \$1.00 per hour

Section 14.5(a) Effective July 1, 2023, the Employer agrees to and shall be bound by all the terms, conditions and provisions of the Trust Agreement and any changes, additions, amendments or modifications thereto which are made by the authorized Joint Trustees of the Western States Office and Professional Employees Pension Fund. The Employer shall make the following contribution:

Effective July 1, 2023, the Employer shall contribute \$5.40 per compensable hour into the Western States Office and Professional Employees Pension Fund (\$3.00 hourly contribution plus \$2.40 per hour for the required 80% Supplemental Contribution as defined by the Fund's Rehabilitation Plan).

Section 14.5(b) Said contributions shall be made to the Western States Office and Professional Employees Pension Fund in the manner set forth in the Trust Agreement of said Trust. The details of such Retirement Plan established by this Trust Fund and this Trust Fund itself shall continue to be controlled and administered by a Joint Board of Trustees composed of equal representation of labor and management who are signators to the Trust Agreement of the aforesaid Trust Fund.

ARTICLE 15

SALARY SCHEDULE AND JOB CLASSIFICATIONS

Section 15.1(a) Effective July 1, 2022 and for the duration of this Agreement, the minimum starting salary rate shall be \$30.00. Current bargaining unit employees currently earn \$38.00 per hour and effective July 1, 2022, shall be paid the rate at \$44.00 per hour.

All bargaining unit employees will receive the following wage increase to their hourly rate of pay:

Effective July 1, 2023	+\$1.00
Effective July 1, 2024:	+\$1.00
Effective July, 1, 2025:	+\$1.00
Effective July 1, 2026:	+\$1.00
Effective July 1, 2027:	+\$2.00

Section 15.1(b) Effective upon ratification of this Agreement, the current bargaining unit employees will receive a lump sum payment of \$3,000 in recognition of their heroic work during the pandemic.

ARTICLE 16

HEALTH AND SAFETY

Section 16.1 The Employer retains exclusive responsibility for work place health and safety and agrees to provide a safe and healthful work environment for all employees and further agrees to make every effort to ensure optimum working conditions and to provide for the highest standards of workplace sanitation, ventilation, cleanliness, light, noise levels, and health and safety in general. The Employer further agrees to comply with all applicable health and safety laws and regulations.

Section 16.2 The Employer will make reasonable efforts to accommodate the needs of employees who can demonstrate that health problems are caused or aggravated by work related assignments or by substances the employee is necessarily exposed to in the work place.

ARTICLE 17

NON-DISCRIMINATION

Section 17.1 The Employer agrees that he/she will not discriminate against an employee because of his/her activity as a member of the Office and Professional Employees Local No. 8.

COLLECTIVE BARGAINING AGREEMENT
OPEIU LOCAL 8 – ILWU LOCAL 19

Section 17.2 Neither the Union nor the Company, 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, age or religious affiliation.

Section 17.3 The Employer agrees to the principle of equal pay for equal work and agrees that there shall be no discrimination exercised in this respect. In all cases where women are performing work of a comparable quality and quantity as that performed by men, the same rate of pay shall prevail.

Section 17.4 The Union and the Employer agree that employees shall be allowed to work in an environment free from harassment of any kind which is within the control of the parties.

ARTICLE 18

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 19

SUCCESSORS

In the event the Employer shall, by merger, consolidation, sale of assets, lease, franchise or by any other means enter into an Agreement with another firm or individual which, in whole or in part, affects the existing appropriate collective bargaining unit, then such successor, firm or individual shall be bound by each and every provision of this Agreement until such time as a new contract shall be negotiated by the Employer and the Union. The Employer shall have an affirmative duty to call this provision of the Agreement to the attention of any firm or individual with which it seeks to make such an agreement as aforementioned. This Section applies provided no office workers' union jurisdiction work stoppage occurs.

ARTICLE 20

ARBITRATION

Section 20.1 STEP 1 GRIEVANCE. It is the Union's and the Employer's goal that should any controversies arise between the parties to this Agreement as to its interpretation or application, or as to any matters related to wages, hours and working conditions as provided for in this Agreement, that such disputes will be addressed as quickly as possible. With this goal in mind, the parties agree to attempt to settle disputes prior to filing an official written grievance.

Section 20.2 STEP 2 GRIEVANCE. Disputes not resolved at the first step shall be moved to Step 2 for settlement by the Employer and the Union within thirty (30) calendar days of either party's knowledge of the grievance. Such grievance shall be reduced to writing and

COLLECTIVE BARGAINING AGREEMENT
OPEIU LOCAL 8 – ILWU LOCAL 19

include the alleged contract violation and remedy sought. The Employer shall provide a written response to the Union within fifteen (15) calendar days from the Step 2 grievance meeting.

Section 20.3 In the event the Employer and Union are unable to resolve the grievance at Step 2, the Union or the Employer may refer the dispute within thirty (30) calendar days to binding arbitration or, by mutual agreement, request formal mediation through the Federal Mediation and Conciliation Service. Any fee for the mediator or arbitrator shall be divided equally between the parties. If either party is not satisfied with the opinion of the mediator, they may move to binding arbitration within thirty (30) calendar days after the commencement of mediation. A form of expedited arbitration may be used if mutually agreed to by the Union and the Employer. During such proceedings, there shall be no cessation of work.

Section 20.4 In the event the Employer and the Union cannot agree upon the selection of an arbitrator within fifteen (15) calendar days from the date of referral of the controversy to arbitration, the arbitrator shall be selected in the following manner: The Federal Mediation and Conciliation Service shall be jointly requested by the parties to name a panel of seven (7) arbitrators. The parties shall then choose the arbitrator by the Employer and the Union, in that order, alternately striking a name from the list until one name remains as the arbitrator chosen by the parties and empowered to arbitrate the dispute.

Section 20.5 The arbitrator shall be authorized to rule and issue a decision and award in writing on any issue presented for arbitration, including the questions of the arbitrability of such issue. His decision and award shall be final and binding upon both parties to this Agreement. The fees of the arbitrator shall be borne by the losing party.

Section 20.6 The Employer and the Union agree to make available to the other such pertinent data as each may deem necessary for the examination of all circumstances surrounding a grievance. The arbitrator shall be empowered to effect compliance with this provision by requiring the production of documents and other evidence.

Section 20.7 In the event either party fails to deliver to the other a signed agreement in writing to submit any question to arbitration within 96 hours after receipt of a request from the other to submit such question to arbitration, such party shall, notwithstanding any other provisions of this Agreement, have the right to strike, take economic or other appropriate action. By exercising its rights under this Section, neither party shall be deemed to have waived its right to proceed in the courts to compel the other to submit to arbitration.

ARTICLE 21

PICKET LINES

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

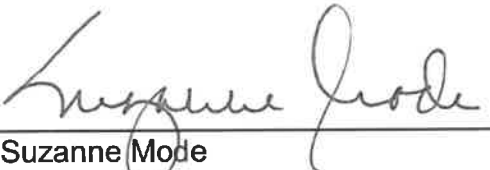
ARTICLE 22

TERMINATION AND RENEWAL

This Agreement shall be in full force and effect until June 30, 2028, and shall continue in effect from year to year thereafter unless either party gives notice in writing at least sixty (60) days prior to any expiration or modification date of its desire to terminate or modify such Agreement; provided that, in the event the Union serves written notice in accordance with this Section, any strike or stoppage of work after any expiration or modification date shall not be deemed in violation of any provisions of this Agreement, any other provision to the contrary notwithstanding.

EXECUTED at Seattle, Washington this 14th day of December 2023.

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

By 
Suzanne Mode
Business Manager

By 
Felicia Etchamendy
Bargaining Committee

By 
Molly Gorski
Bargaining Committee

**INTERNATIONAL LONGSHORE &
WAREHOUSE UNION LOCAL NO. 19**

By 
Herald Ugles
President

By 
Justin Hirsch
Labor Relations Committee

By 
Ron Manwell
Labor Relations Committee

By 
Mark Elverston
Labor Relations Committee

COLLECTIVE BARGAINING AGREEMENT
OPEIU LOCAL 8 – ILWU LOCAL 19

EXHIBIT "A"



Office and Professional
Employees International Union
Local 8
AFL-CIO

2900 Eastlake Ave E Ste 220
Seattle, WA 98102

1-800-600-2433
1-206-441-8880
Fax: 206-441-0207

www.opeiu8.org



Find us on Facebook
www.facebook.com/OPEIULocal8

WELCOME

OPEIU Local 8 Membership Application

I, the undersigned, designate Office and Professional Employees International Union, Local 8, as my chosen and authorized collective bargaining representative on matters relating to wages, hours, and other conditions of my employment.
Yo, el abajo firmante, designo a la Unión Internacional de Empleados Profesionales y de Oficina (OPEIU), Local 8, como mi elegido y representante autorizado de negociación colectiva en materia de salarios, horas y otras condiciones de mi trabajo.

Last Name (Apellido) First Name (Nombre) Initial (Inicial)

Street Name and Number (Nombre de calle y número)

City (Ciudad) State (Estado) Zip (Código postal)

Home Phone (Teléfono casa) *Cell Phone (Teléfono celular)

Home Email Address (Dirección de correo electrónico doméstica)

Birthdate [month/day/year] (Fecha de nacimiento [mes/día/año])

Employer (Empleador)

Date Employed / /
(Fecha de comienzo de empleo)

Employment Status:
(Estatus de empleo)

- ☐ Full Time (Tiempo completo)
☐ Part Time (Medio tiempo)
☐ On Call (de guardia)

* By providing my cell phone number, I understand that OPEIU and its affiliates may use automated calling technologies and/or text message me on my cell phone on a periodic basis. Carrier message and data rates may apply to such texts.
* El proporcionar mi número de teléfono celular yo entiendo que OPEIU y sus afiliados pueden usar tecnología automatizada para llamar y/o mandarme mensajes de texto a mi teléfono celular en base periódica. Cargos de mensajes y datos pueden aplicar.

Welcome to Office and Professional Employees International Union Local No. 8, the labor union that represents bargaining unit employees at your place of work.
Bienvenido a Office and Professional Employees International Union Local 8, la unión obrera que representa a los empleados en su lugar de trabajo.

The wages and benefits you receive are the result of your Union's efforts in contract negotiations throughout the years. We urge you to review your Union Contract and contact Local 8's office, 206-441-8880 or 800-600-2433 or opeiu8@opeiu8.org, if you have any questions. Your Contract is also available online at www.opeiu8.org. It contains many important written protections of your job, your wages and your benefits.

Los salarios y beneficios que recibe son el resultado de los esfuerzos de su Unión en las negociaciones del contrato a lo largo de los años. Les instamos a revisar su contrato sindical y en contactar con la Oficina Local 8, 206-441-8880 or 800-600-2433 o opeiu8@opeiu8.org, si usted tiene alguna pregunta. Su contrato también está disponible en www.opeiu8.org. Contiene muchas importantes protecciones sobre su trabajo, su salario y sus beneficios por escrito.

PAYROLL DEDUCTION AUTHORIZATION
(Autorización de Deducción de Nómina)

Upon receipt of this authorization, I hereby request and authorize my Employer to deduct from my wages or salary and to transmit to OPEIU Local 8, AFL-CIO the authorized initiation fees and monthly dues or fees as certified in writing by the Union. If, for any reason, a deduction is omitted, authorization is hereby requested and granted for an additional deduction to be remitted the following month to: OPEIU LOCAL 8, AFL-CIO, 2900 EASTLAKE AVE E STE 220, SEATTLE, WA 98102-3012

Al recibir de la presente autorización, yo solicito y autorizo a mi empleador para deducir de mi sueldo y remitir a OPEIU Local 8, AFL-CIO la iniciación autorizada y cuotas mensuales como dicho por escrito por la Unión. Si, por cualquier razón, una deducción se omite, esta autorización se extiende para que la cuota sea deducida y remitida el mes siguiente a: OPEIU LOCAL 8, AFL-CIO, 2900 EASTLAKE AVE E STE 220, SEATTLE, WA 98102-3012

Union dues are not deductible as charitable contributions for federal income tax purposes. Las cuotas de la unión no son deducibles como contribuciones caritativas para propósitos de impuesto federal.

Signature:
(Firma)

Date:
(Fecha)

Print Name:
(Imprima su nombre)



Letter of Understanding

Between

International Longshore & Warehouse Union Local No. 19

And

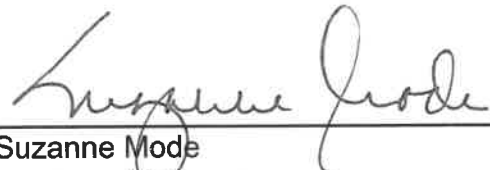
Office and Professional Employees International Union Local No. 8

The Office and Professional Employees international Union Local 8, hereinafter known as the "Union," and the International Longshore & Warehouse Union Local No. 19, hereinafter known as the "Employer," agree to the following:


1. The Employer's office and window accessing the office will be closed the third Wednesday of every month in order for the office employees to dedicate their time to their clerical duties. Incoming phone calls will not be answered on this day. This day may be moved to another day in the month with the Employer's approval to avoid interfering with the Employer's required business.
2. The Employer has the right to employ a student intern to perform office clerical duties part-time, as long as the student intern is pursuing academic credit at an accredited institution and the student intern shall pay the equivalent of union dues – referred to as "agency fees," to OPEIU Local 8.
3. This Letter of Understanding does not alter any portion of the current contract between the Employer and the Union.

EXECUTED at Seattle, Washington this 14th day of December 2023.

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

By 
Suzanne Mode
Business Manager

**INTERNATIONAL LONGSHORE &
WAREHOUSE UNION LOCAL NO. 19**

By 
Herald Ugles
President

COLLECTIVE BARGAINING AGREEMENT
OPEIU LOCAL 8 – ILWU LOCAL 19

LETTER OF UNDERSTANDING

It is agreed by the Union and the Employer that "bonafide picket line" referred to in Article 21 of this Agreement will be as defined in the October 9, 1975 Coast Arbitrator's decision attached.

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

By Maureen Bo
Maureen Bo

By Carol Spencer
Bargaining Committee

By Catherine S. Brown
Bargaining Committee

INTERNATIONAL LONGSHOREMEN'S
AND WAREHOUSEMEN'S UNION
LOCAL NO. 19

By Pete Givogue
President

By Alex R. Broumes
Secretary-Treasurer

opeiu#23afl-cio

DEFINITION OF "BONAFIDE" STRIKE REFERRED
TO IN LETTER OF UNDERSTANDING

struck Company's strike activities to a location other than the primary situs of the strike as to provide a clear and logical basis for holding that the Company, by its actions, extended or enlarged the situs of the strike; that was what was shown in the Trona cases; that was not shown in this case.

The Coast Arbitrator on January 10, 1966 interpreted Section 11.51 as follows:

"1. That is is a picket line established and maintained by a union acting independently of the ILWU longshore locals;

"2. That the picket line that longshoremen and clerks may observe is about the premises of an employer with whom the picketing union is engaged in a bonafide dispute over wages, hours or working conditions of the employees which it represents;

"3. That the picketing union must represent a majority of the employees as the collective bargaining agency for whom it is engaged in a bonafide dispute over wages, hours or working conditions.

"Unless the picket line meets all of these criteria it is not a legitimate and bonafide picket line as defined in the Agreement."
(E. 1, page 3)

In that Opinion and Decision, the Coast Arbitrator stated that: "All area awards which held otherwise [did not come within the criteria noted above] are hereby overruled." (E-1, page 4)