LOCAL 8 OPEIU
Office and Professional Employees International Union
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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

INLANDBOATMEN'S UNION OF THE PACIFIC

AND

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

FOR THE PERIOD OF

JULY 1, 2019 THROUGH JUNE 30, 2022

TABLE OF CONTENTS

PAGE

Automation and Technology/Training 8
Grievance Procedures 14
Health and Safety 15
Health and Welfare 11
Hiring and Termination 2
Holidays 5
Hours of Work 8
Leave 6
Non-discrimination 13
Payroll Deductions 11
Pensions 13
Picket Lines 15
Preamble 1
Recognition of the Union 1
Regular and Part-Time Employees 7
Salary Schedule 11
Separability 14
Seniority 4
Successor 14
Termination and Renewal 16
Union Security 1
Vacations 9

COLLECTIVE BARGAINING AGREEMENT

INLANDBOATMEN'S UNION OF THE PACIFIC

THIS AGREEMENT is made and entered into at Seattle, Washington this 1st day of July 2019, by and between INLANDBOATMEN'S UNION OF THE PACIFIC, hereinafter referred to as the EMPLOYER and OFFICE AND PROFESSIONAL EMPLOYEES 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, excluding elected officers, elected or hired business representatives, staff assistants and organizers and supervisors, as defined by the Act.

Section 1.2 UNION LABEL. All 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 letters written by the Business Agents 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.

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 No present employee, who, prior to the date of this Agreement, was receiving more than the rate of wages, or vacations designated in this Agreement, for the class of work in which they are engaged, shall suffer a reduction in the rate of wages or vacations from the application of this Agreement.

Section 2.4 The Union 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 Union Representative will first make their presence known to the Employer.

Section 2.5 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 2.6 OPEIU LOCAL 8 PAC CHECK-OFF. The Employer agrees to check-off voluntary contributions for the Union's OPEIU LOCAL 8 PAC program for each covered person who voluntarily executes a check-off designating such deduction and amount. When filed with the Employer, the authorization form will be honored in accordance with its terms.

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 will be transmitted to the Union once a month. Upon issuance and transmission of this check to the Union, the Union holds the Employer harmless from all claims, demands or other forms of liability that may arise against the Employer for or on account of any such deductions.

Section 2.7 HARDSHIP FUND. The OPEIU Local 8 Hardship Fund provides assistance to Local 8 members experiencing an immediate, severe, and temporary financial situation due to an emergency. The Employer agrees to deduct the specific sum from the salary or any member of the bargaining unit who voluntarily executes an OPEIU Local 8 Hardship Fund Check-Off Authorization form. The Employer will remit these deductions to OPEIU Local 8 along with a list of bargaining unit employees' names and amounts deducted no later than the 15th day following the last pay day of each month. The Union agrees to indemnify, defend and hold harmless Inlandboatmen's Union of the Pacific from and against any and all damages, claims, demands, suits, judgments or other forms of liability arising from the operation of this section.

ARTICLE 3

HIRING AND TERMINATION

Section 3.1 In employing new workers or replacing workers, the Employer must place an order with the Union stating what the work will consist of, so the Union will be able to furnish the most competent help available.

Section 3.2 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 as follows: bonding. The Employer agrees not to use employment agencies where fees are required.

Section 3.3 It is further agreed that the Employer has the final choice as to who is hired and shall notify the Union within seventy-two (72) hours of hire of a new employee, Saturday, Sunday and holidays excepted. The Employer shall notify the Union in writing within seventy-two (72) hours after a new employee is put to work, giving name, address, date of birth, job classification, rate of pay, personal phone number, personal email to the extent provided and the date of hire.

Section 3.4(a) PROBATION. Regular full-time and regular part-time employees shall be hired on a probationary period for the first ninety (90) calendar days. Termination or discipline during this period will not be subject to review by the Union. A thirty (30) day extension of the probationary period may be granted by mutual agreement upon written request by the Employer to the Union.

Section 3.4(b) PERFORMANCE EVALUATIONS. In an effort to, provide positive feedback, avoid disciplinary action and improve overall productivity the Employer will do Performance Evaluations for employees. Probationary employees will receive an evaluation within the first thirty (30) days of employment. Regular employees will receive an annual evaluation. The evaluations will become part of the employees file. Employees have the right to attach comments to the evaluation which will also become part of their file. Employees may request to have an evaluation for their own use, which will not be part of their file.

Section 3.5 PROGRESSIVE DISCIPLINE/JUST CAUSE. No employee shall be disciplined or discharged except for just cause.

For violations of policy and or chronic poor work performance the following progressive discipline will be used: first offense-verbal warning, second offense-written warning, third offense-final written warning, fourth offense-suspension without pay. Failure to correct behavior after the fourth offense will lead to further discipline and possible termination.

The following violations may result in immediate suspension or termination; criminal activity on the job, theft, serious violation of the sexual harassment and discrimination policy or work-related violence.

If employees correct their behavior and have two years without any written warning, their previous written warnings will be removed from their file.

Upon termination, an employee will be given written notice from the Employer or their agents verifying the cause of termination.

Section 3.6(a) TERMINATION. Termination notice or pay in lieu thereof shall be as follows, except for discharge with just cause:

Six months to one year . . . . . one week's notice or one week's pay
One year or more . . . . . two weeks' notice or two weeks' pay

Employees must give same notice when resigning or terminating or forfeit accrued vacation pay not to exceed two weeks. When there is a change in administration, office employees must work at least two (2) weeks for the new administration, if asked, or forfeit their benefits. Change of administration is not cause for termination under this Agreement.

Section 3.6(b) LAYOFF. The Employer shall notify the Union in writing at least thirty (30) days prior to any anticipated layoff and give a minimum of thirty (30) days notice prior to any reduction of hours.

Section 3.7 JOB POSTINGS. In offices employing more than one employee, notice of all job vacancies shall be sent to OPEIU Local 8 and posted on the Employer's website. This notice shall include job classification, pay rate, brief description of job duties, minimum qualifications and necessary skills.

Section 3.8 PROMOTIONS. Promotions shall be made on the basis of seniority and qualifications. In the event two (2) or more employees have the same relative qualifications, the employee with the greatest seniority shall be selected. An employee promoted to a higher position shall, at the minimum, be placed at the same increment step in the new position as that held by the employee in their position and shall receive such pay rate immediately. All employees so promoted shall be placed on the higher rated job for a probationary period of thirty (30) days. In the event the employee does not successfully pass the probationary period, such employee shall be given their former position without any loss of seniority or pay. Promotions to office manager and supervisor classifications shall be at the Employer's discretion and exempt from the seniority provisions of this Section.

ARTICLE 4

SENIORITY

Section 4.1 APPLICATIONS. Seniority shall be calculated from the last date of hire. Where ability is substantially equal, seniority shall be observed in layoffs, rehires, transfers, vacation preference, shift changes and promotions. Seniority shall continue for a period of twelve (12) months during layoff. For rehire, the employees must contact the Employer's office, once a month, making themselves available for work.

Section 4.2 LOSS OF SENIORITY. An employee shall lose their seniority rights for any one of the following reasons: Voluntary termination, discharge for cause, failure to report from layoff within five (5) working days after notification to report back to work unless otherwise agreed by Employer and employee. Notice shall be sent by registered mail, return receipt requested, to the employee's last known address.

Section 4.3(a) RECALL. The Employer, upon rehiring, shall do so in the inverse order of seniority. The Employer shall rehire the last employee laid off; providing, however, that such employee has the qualifications for the position for which the Employer is rehiring.

Section 4.3(b) Under no circumstances shall the Employer hire from the open market while employees on layoff with the basic qualifications to perform the duties of the position are ready, willing and able to be re-employed. The last employee laid off from a job will be the first recalled to that job.

ARTICLE 5

HOLIDAYS

Section 5.1 The following days shall be designated as legal holidays and shall be granted with no deduction in salary:

New Year's Day	Thanksgiving Day
Presidents' Day	Day after Thanksgiving
Memorial Day	Last working day before Christmas
Independence Day	Christmas Day
Labor Day	Employee's Birthday

and such other holidays observed by the offices of the Employer.

The employee must notify the Employer of their birthday as soon as practical after the contract is signed. A new employee must be in the employ of the Employer for ninety (90) days before becoming eligible for the Birthday Holiday. If a birthday falls on a Saturday or Sunday, it shall become the Employer's option to pay the straight-time hourly rate times seven or give the employee a day off in lieu of as agreed to between the employee and the Employer.

Section 5.2 HOLIDAY PAY. 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 5.3 OBSERVATION OF HOLIDAY. 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 5.4 HOLIDAY DURING VACATION. In the event a holiday honored under this Agreement falls during an employee's vacation, such employee shall receive an additional day's vacation or pay in lieu thereof.

Section 5.5 HOLIDAY PAY FOR PART-TIME EMPLOYEES. A regular part-time employee shall be paid for a holiday at the regular scale if the holiday falls within their time regularly employed each week or month, and shall receive as holiday pay the amount normally paid.

ARTICLE 6

LEAVE

Section 6.1 ACCRUAL OF SICK LEAVE. Sick leave with pay shall be accrued on the basis of one (1) day for each month of continuous service cumulative to sixty (60) working days. Such sick leave accrual shall be credited to an employee's Regular Sick Leave Account. Once an employee has accrued sixty (60) working days of sick leave credits, each additional day of sick leave accrual, up to a maximum of thirty-six (36) days, shall be credited to the employee's Sick Leave Reserve Account. Sick leave benefits credited to the Reserve Account may only be used after an employee has exhausted all sick leave benefits credited to the Regular Sick Leave Account. No sick leave shall be accredited to an employee until such employee has been in the employ of the Employer for a period of thirty (30) days.

Section 6.2 USE OF SICK LEAVE. Sick leave shall be approved by the Employer for the following purposes: Medical, dental, optical examination and/or treatment, pregnancy (during or after child birth), surgery, illness and convalescence. Each employee will be granted sick leave for the care, if required, of dependent children, including stepchildren, grandchildren and sibling of the employee due to illness or injury. Employees may use accrued sick leave to care for their spouse, parent, parent-in-law, grandparent, registered domestic partner. Employees to provide verification of illness or health condition beyond three days of leave. The Employer will comply with all local, state and federal leave laws.

Section 6.3 SICK LEAVE CASH OUT. Upon termination, except for just cause, an employee shall be paid for twenty-five percent (25%) of his or her unused sick leave accumulation in the employee's Regular Sick Leave Account.

Section 6.4 BEREAVEMENT LEAVE. Any regular employee suffering a death in the immediate family shall be allowed up to three (3) working days leave from work with pay, at the regular rate. Member of the immediate family is defined as: Father, mother, sister, brother, wife, husband, son, daughter, stepchildren, domestic partner, grandparents, grandchildren, mother-in-law or father-in-law. Up to two (2) additional days may be allowed when needed.

Section 6.5 LEAVE OF ABSENCES. Employees shall be granted extended leaves of absence without pay not to exceed one year beyond the accumulation of paid sick leave for employees and/or immediate family members for valid reasons, such as illness, accident or pregnancy. An employee on leave of absence for six (6) months or less shall be returned to their former position or a comparable position at the employee's former rate of pay including intervening contractual increases. Such leaves of absence may be extended by the Employer on a monthly basis. The continuous service and seniority status of an employee shall not be affected or interrupted as a result of leaves of absence described in this Article; provided that, seniority shall not accrue during such leaves of absence.

Section 6.6 JURY DUTY PAY. After the first calendar year of employment, employees who are regularly employed eighty (80) hours or more per month who are called for service on a Municipal Court, Superior Court or Federal District Court jury shall be excused from work for the days on which they serve, and shall be paid the difference between the fee they receive for

such service and the amount of straight-time earnings lost by reason of such service, up to a limit of seven (7) hours per day and thirty-five (35) hours per week; provided, however, an employee called for jury duty who is temporarily excused from attendance at court must report for work if sufficient time remains after such excuse to permit him/her to report to the workplace and work at least one-half (½) of the normal workday. In order to be eligible for such payments, the employee must furnish a written statement from the appropriate public official showing the date and time served and the amount of jury duty pay received.

Section 6.7 UNION LEAVE. A leave of absence without pay shall be granted upon request of an employee on the active payroll, in case they are appointed or selected to a full-time Union position for the period of time necessary to fill such position. If the leave was granted to accept a full-time position with the Union, reinstatement will be made to a job in their former pay grade which they are competent to perform, providing an appropriate job opening exists. The employee shall accumulate and increase their seniority.

Section 6.8 LEAVE WITHOUTH PAY. A leave of absence without pay shall be granted upon request of an employee to attend Union conferences or activities, unless there is a documented emergent business need that prevents such release.

ARTICLE 7

REGULAR AND PART-TIME EMPLOYEES

Section 7.1 REGULAR FULL-TIME EMPLOYEE. A regular employee is an employee who has been in the employ of the Employer full-time for a period of over thirty (30) calendar days and shall be entitled to full benefits under the terms of the Agreement accrued from the date of employment.

Section 7.2 REGULAR PART-TIME EMPLOYEE. A regular part-time employee is an employee who works less than the regular seven (7) hour day and/or less than a five (5) day workweek and who has been in the employ of the Employer for a period of over thirty (30) calendar days. Such employee shall be granted all fringe benefits except Health and Welfare on the same basis as a regular full-time employee prorated to the number of hours worked per month. If this employee works eighty (80) hours a month or more, the employee shall also be entitled to Health and Welfare.

Section 7.3 TEMPORARY/ON-CALL EMPLOYEE. The Employer agrees that temporary/on-call employees shall not be hired for the purpose of displacing regular full-time employees or avoiding filling full-time or regular part-time positions. Temporary workers will be paid at the same rate of pay as bargaining unit members.

Section 7.4 TRAVEL EXPENSES. If the Employer requests/requires an employee to travel in the performance of their job or for training, the Employer will pay for any necessary lodging, mileage, meals, etc., in accordance with the Employer's established practices. If mutually agreeable to by the Employer and employee, alternative non-hotel accommodations may be used if available.

ARTICLE 8

AUTOMATION AND TECHNOLOGY/TRAINING

Section 8.1 In cases where positions are abolished because of automation or system changes, all possible consideration will be given to transferring employees to comparable jobs in employment. Also every consideration will be given to training present employees to operate any new equipment installed as a result of these changes.

Section 8.2 In the event of proposed technological changes, such as the introduction of data processing equipment or computers, any new jobs created by the virtue of the installation of such equipment will be offered to employees within the collective bargaining unit on the basis of seniority and qualifications prior to hiring from outside sources. Except where modified by historical practice within a given office, duties performed within job classifications outlined in this Agreement will be performed only by employees working in those classifications unless alternative replacement work is negotiated between the Employer and the Union. If no current category exists for the new positions, the Employer shall negotiate a wage and classification level with the Union.

Section 8.3 In the event training programs are necessary for employees to qualify for jobs which are created as a result of automation, the Employer agrees to provide initial vendor-supplied training for the purpose of operating the new equipment, if such training is provided in the Seattle area and/or area of employment, at the Employer's expense for those employees who wish to accept employment in the resultant automated positions. Employees to be displaced will be given first opportunity to qualify for the new positions before any persons outside the bargaining unit are hired to fill the resultant jobs.

Section 8.4 ERGONOMICS. The Employer agrees to comply with state and federal laws which regulate working conditions for employees performing repetitious work. The Employer will take action to remedy ergonomic complaints within thirty (30) days of written notification of a problem. Remedy may include the purchase of new equipment or the modification of a workstation.

Section 8.5 STAFF TRAINING. Any class or training directly augmenting the employee's job skills and knowledge may be requested and must be pre-approved. The Employee will be compensated at their regular rate of pay while attending such educational opportunities.

ARTICLE 9

HOURS OF WORK

Section 9.1(a) WORK WEEK. The regular hours of work shall not exceed seven (7) hours in any one day to be worked within eight (8) hours between 8:00 a.m. and 5:30 p.m., nor more than thirty-five (35) hours in any one week. All time worked in excess of regular working hours and all time worked on Saturday and Sunday and/or after the end of the employee's regular shift, shall be paid according to the overtime rates outlined in Section 9.7.

Section 9.1(b) TEMPORARY SCHEDULE ADJUSTMENT. By mutual agreement, starting and ending times between 8:00 a.m. and 5:30 p.m. may be changed with two (2) weeks' prior notice. At an employee's request, the Employer may choose to approve temporary schedule adjustments, to fall within the regular 8:00 a.m. to 5:30 p.m. hours of work. Employee requested temporary schedule adjustments shall be considered flextime.

Section 9.2 REPORT PAY. An employee ordered to report to work shall receive a minimum of three and one-half (3½) hours pay at the regular rate. Employees called back to work shall receive a minimum of three and one-half (3½) hours pay at double the regular rate.

Section 9.3 DINNER PAY. An employee who is required to work two (2) hours or more beyond the close of the regular workday or an employee who is released at the close of the regular workday and is instructed to report back to work shall be entitled to $15.00 dinner money or in lieu thereof shall be furnished with dinner by the Employer.

Section 9.4 LUNCH PERIOD. The established lunch period shall not exceed one hour. In cases of emergency, it may be shortened, but not to less than one-half (½) hour's duration. Lunch periods shall not be compensable. Employees will not be required to take their lunch period until at least three hours after starting work, nor later than three hours before quitting time. The employee must take their meal period before the fifth hour of the start of their shift.

Section 9.5 RELIEF PERIODS. Daily relief periods of fifteen minutes each shall be allowed morning and afternoon for all employees covered by this Agreement. Relief periods are compensable.

Section 9.6 OVERTIME DISTRIBUTION. In offices employing more than one employee, overtime shall be distributed as equally as practicable among employees qualified to perform the work.

Section 9.7 OVERTIME. Overtime will be paid at one and one-half (1½) times the rate of pay up to five (5) hours per month. Thereafter, overtime will be paid at twice the employee's standard rate of pay.

ARTICLE 10

VACATIONS

Section 10.1 VACATION ACCRUAL. Vacation with pay shall be granted on the following basis:

Length of Employment	Vacation
First day after six months	Five days
First day after one year	Five days
First day after two years but less than five years	Fifteen days per year
First day after five years but less than ten years	Twenty days per year
First day after ten years but less than fifteen years	Twenty-three days per year
First day after fifteen years or more years	Twenty-five days per year

An employee's anniversary date of hire shall be used to calculate earned vacation time.

Section 10.2 USE OF VACATION. Vacations shall be taken at a time mutually agreeable to the Employer and employee. Vacation time earned shall not be cumulative and in no event shall cash be paid in lieu of time off, except in unusual circumstances when, at the request of the Employer, and with the consent of the Union and the employee. Upon termination, prorated vacation shall be paid.

Section 10.3 VACATION REQUESTS. The Employer shall make available the vacation schedule by April 1st of each year upon request from an employee or the Union, and shall make vacation time available at reasonable times every year. The Employer shall make appropriate arrangements for staffing needs in the office(s) when Local 8 staff is out on vacation. Senior employees shall be given preference in the selection of vacation periods. Such seniority rights must be exercised within the first three months of the calendar year. An employee who splits their vacation may exercise seniority rights for the initial vacation period; however subsequent selection shall be made after all employees have made their initial selection. Beginning with April 1 of each year, an employee regardless of seniority may reserve a vacation time period, subject only to constraints elsewhere herein or prior reservation by another employee with more seniority. The Employer shall act on vacation requests, and notify employee(s) of request disposition, within five (5) working days of the date the request was made. Vacation requests must be made in writing at least ten (10) working days prior to the requested vacation dates, extenuating circumstances may be considered if notice cannot be given within ten (10) working days.

Section 10.4 VACATION SELECTED PERIOD. Senior employees shall be given preference in the selection of vacation periods for vacation requests made prior to April 1st or each year. Selection of vacation periods for vacation requests submitted after April 1st shall be granted on the basis of earliest submission date; however, seniority will prevail for same-time submissions.

Section 10.5 VACATION PAY. Vacation pay shall be paid in advance of the employee's vacation if requested by the employee.

Section 10.6 VACATION ACCRUAL. Employees will be allowed to accumulate vacation time not to exceed six (6) weeks. A maximum of five (5) weeks vacation may be taken in any one year. No more than three (3) weeks to run consecutively unless agreed to by the Employer.

Section 10.7 VACATION CASH OUT. An employee who resigns, is terminated, or is laid off will be allowed to cash in their accumulated vacation days, not to exceed six (6) weeks, at their current rate of pay, hour for hour.

Section 10.8 VACATION/SICK LEAVE REPORTS. The Employer shall provide bi-annual vacation sick leave reports on or before the last day of January and July of each year.

ARTICLE 11

HEALTH AND WELFARE

Reflect current IBU rates and plan.

Section 11.1(a) The Employer shall continue to pay current monthly contributions into IBU Trust for each employee in the bargaining unit for benefit levels in effect July 1, 2019.

Section 11.1(b) The Employer shall maintain a $50 differential between the premium and contribution rate on IBU Benefit Trust PPO Plan throughout the term of this Agreement.

Section 11.2 Employer Trustees on the Health and Welfare program shall be selected from participating Employers. In the event the Trustees, during the term of this Agreement, certify that an increased contribution rate is necessary to maintain the present benefit schedule, the Employer agrees to pay the increase.

Section 11.3 The Employer agrees to the terms and conditions of the Agreement and Declaration of Trust under which the Security Fund is established and to furnish such records and other information as may be needed by the Trustees. Employees working less than eighty (80) hours per month need not be covered under Health and Welfare.

Section 11.4 The Employer will provide Long Term Disability as it is provided to the IBU officers.

Section 11.5 All employees shall be covered under the applicable State Industrial Insurance Act.

ARTICLE 12

PAYROLL DEDUCTIONS

Payroll deductions shall be allowed if mutually agreed to by the employee and the Employer. Any change in payroll deduction, once started, shall be mutually agreed to by both parties.

ARTICLE 13

SALARY SCHEDULE

Section 13.1 Effective July 1, 2019, the salary of each employee in the bargaining unit and each contractual rate shall be increased by three percent (3%). The following shall be the basic weekly minimum contractual rates:

Position	Starting (new hire)	After Six Months	After 1 Year
National Bookkeeper/ Accountant Position	$1,023.65	$1,163.24	$1,206.68

National Dues Administrator/ Computer Information Services Position	$964.88	$1,078.53	$1,116.60
Secretary – PSR	$888.96	$1.012.12	$1,082.42
Secretary – AKR	$872.94	$969.80	$1,006.40
Secretary – HIR	$872.94	$969.80	$1,006.40
Secretary – SCR	$839.76	$928.93	$964.52
Secretary/Dispatch – SFR	$951.88	$1,017.65	$1,055.65

Section 13.2 Effective July 1, 2020, the salary of each employee in the bargaining unit and each contractual rate shall be increased by three percent (3%). The following shall be the basic weekly minimum contractual rates:

Position	Starting (new hire)	After Six Months	After 1 Year
National Bookkeeper/ Accountant Position	$1,054.36	$1,198.14	$1,242.88
National Dues Administrator/ Computer Information Services Position	$993.83	$1,110.89	$1,150.10
Secretary – PSR	$915.63	$1,042.48	$1,114.89
Secretary – AKR	$899.13	$998.89	$1,036.59
Secretary – HIR	$899.13	$998.89	$1,036.59
Secretary – SCR	$864.95	$956.80	$993.46
Secretary/Dispatch – SFR	$980.44	$1,048.18	$1,087.32

Section 13.3 Effective July 1, 2021, the salary of each employee in the bargaining unit and each contractual rate shall be increased by two percent (2%). The following shall be the basic weekly minimum contractual rates:

Position	Starting (new hire)	After Six Months	After 1 Year
National Bookkeeper/ Accountant Position	$1,075.45	$1,222.10	$1,267.74
National Dues Administrator/ Computer Information Services Position	$1,013.70	$1,133.10	$1,173.10
Secretary – PSR	$933.94	$1,063.33	1,137.19
Secretary – AKR	$917.11	$1,018.87	$1,057.32
Secretary – HIR	$917.11	$1,018.87	$1,057.32
Secretary – SCR	$882.25	$975.93	$1,013.32

Secretary/Dispatch – SFR	$1,000.05	$1,069.14	$1,109.07

STUDENT INTERN - This is a work-study position where academic credit is being achieved. This wage is to be negotiated between the Union and the Employer and shall not exceed the starting wage of the next higher group.

Section 13.4 COMBINED CLASSIFICATION. Where a person does a combination of any of the above described classifications, the salary shall be based upon the highest paid classification.

ARTICLE 14

PENSIONS

Section 14.1(a) The Employer shall pay two dollars and eighty–two and one half cents ($ 2.825) per compensable hour, for each straight time hour for each employee covered by this Agreement into the Inlandboatmen's Union National Pension Plan.

Section 14.1(b) The Employer and the Union agree to reopen the contract for pension only when it is necessary to negotiate a rehabilitation plan which may be required by the federal government. The parties mutually agree at the time of signing of this contract that the Employer will bear the full cost of such pension rehabilitation plan.

Section 14.2 The Employer shall be bound by the terms, conditions and provisions of the IBU National Pension Trust Agreement and any changes, additions, amendments or modifications made by the IBU National Pension Trust.

Section 14.3 IBU 401(k) DEDUCTIONS. The Employer agrees to deduct salary deferrals from the wages of each of its eligible employees who authorize the deduction in writing in amounts allowed by the Plan which do not exceed legal limits, in accordance with the Plan Document governing the Inlandboatmen's Union of the Pacific National 401(k) Plan on behalf of the employee, and the Employer will transmit the salary deferrals so deducted to the IBU National 401(k) Plan on a monthly basis.

Employees will become eligible to participate in the Plan after one (1) year of service with the Employer.

ARTICLE 15

NON-DISCRIMINATION

Section 15.1 The Employer agrees not to discriminate against an employee because of activity as a member of the Office and Professional Employees International Union Local No. 8.

Section 15.2 Neither the Union nor the Employer, in carrying out their obligations under this Agreement, shall discriminate in matters of hiring, training, promotion, transfer, layoff, discharge or otherwise because of race, color, creed, national origin, sex, age, sexual

orientation, genetic information religion, ancestry, marital status, parental status, active military or veteran status, political ideology, or the presence of a sensory, mental or physical handicap subject to occupational requirements and the ability to perform the job.

Section 15.3 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 quantity and quality as that performed by men, the same rate of pay shall prevail. This applies only to positions in the bargaining unit.

ARTICLE 16

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 17

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. 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.

ARTICLE 18

GRIEVANCE PROCEDURES

Section 18.1 A grievance shall be defined as a claim by an employee or a failure of the Union and Employer representative or their committees to reach agreement under the applicable contract rule. All disputes arising out of the interpretation and/or enforcement of this Agreement shall be subject to the grievance procedure.

It shall be the firm intention of the parties to settle any dispute or grievance arriving out of this Agreement on a local level. The term "local level" as herein used means:

Step 1:
An employee or shop steward shall take up a complaint as soon as possible but in no event later than ten (10) days after its occurrence.

Step 2:
If no satisfactory settlement is reached in Step 1, the matter shall be reduced to writing

and presented to the National Office within ten (10) days from the meeting with the supervisor. Within ten (10) days the National Office will meet with the union to hear and discuss the grievance.

Step 3:
If no agreement is reached in Step 2, either party may within five (5) days of the last meeting contact the standing arbitrator selected herein, to hear the arguments of both parties.

Time limits referred to in the foregoing paragraphs exclude Saturdays, Sundays and Holidays and may be extended by mutual agreement between parties.

Section 18.2 ARBITRATION SELECTION. An arbitrator shall be selected by notifying the American Arbitration Association to furnish the Employer and Union with the names of seven (7) disinterested, local arbitrators. Both parties shall alternately strike three (3) names from the list provided with the alternate being the final name struck and the standing arbitrator being the name remaining on the list.

Section 18.3 The cost of the arbitrator shall be borne by both parties.

Section 18.4 The decision of the arbitrator shall be binding upon the parties.

Section 18.5 The arbitrator shall have the authority to determine the arbitrability of a grievance, but shall not have any jurisdiction to amend, modify, or in any way alter the provisions of this Agreement.

Section 18.6 No employee shall be discriminated against for utilizing the procedures provided herein.

ARTICLE 19

PICKET LINES

It is further understood and agreed that refusal by an 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 20

HEALTH AND SAFETY

Section 20.1 The Employer agrees to provide a safe and healthful work environment for all employees.

Section 20.2 The Employer agrees to comply with all local, state and federal laws.

ARTICLE 21

TERMINATION AND RENEWAL

This Agreement shall be in full force and effect until June 30, 2022 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 provision of this Agreement, any other provision to the contrary notwithstanding.

EXECUTED in Seattle, Washington this 5th day of December 2019.

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

By Diane Arnold
Diane Arnold
Union Representative

By Suzanne Mode
Suzanne Mode
Business Manager

By Susan Clark
Susan Clark
Bargaining Committee

By John Foz
John Foz
Bargaining Committee

INLANDBOATMEN'S UNION OF THE PACIFIC

By Marina V. Secchitano
Marina V. Secchitano
National President

By Terri Mast
Terri Mast
National Secretary-Treasurer

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Memorandum of Understanding

Between

Inlandboatmen's Union of the Pacific

And

Office and Professional Employees International Union, Local No. 8

In response to the COVID-19 pandemic the Inlandboatmen's Union of the Pacific, referred to as the Employer and Office and Professional Employees International Union, Local 8, referred to as the Union agree to the following terms:

1. The Employer will temporarily reduce the monthly work hours schedule of the current employees in the following positions: Secretary PSR, Secretary HIR, Secretary SCR, and Secretary SFR from August 2, 2020 until August 28, 2020. The employees will work for 35 hours the week of August 2nd and the week of August 16th. The weeks of August 9th and August 23rd the employee will report zero hours to employment security and continue to collect unemployment benefits;

2. The Employer will provide all bargaining unit employees will ~~30~~ **15** days advance notice of lay-off waiving Section 3.6(b) and the employer will provide ~~30~~ **15** days advance notice of reduced hours schedules. **This provision will expire on September 26, 2020 and will revert to current contract language;**

3. The Employer will pay the Secretaries who work the aforementioned weeks their full weekly wages for the two weeks worked;

4. The Employer will continue to provide the same healthcare coverage the Secretaries received before the reduced work hours schedule;

5. The Secretaries will accrue the same sick and vacation leave they would have received if not on a reduced work hours schedule;

6. The Employer will provide the same pension contribution the employee received before the reduced work hours schedule;

7. The Employer will allow all the Secretaries **the option** to supplement their unemployment benefits with accrued vacation leave up to the amount each receives from their respective states **per week plus** six hundred ($600.00) dollars;

8. The Employer will allow the Secretaries to carry over accrued vacation as of August 3, 2020 for twelve (12) weeks beyond their anniversary date of hire **in 2021;**

9. The Employer will not approve any vacation requests in the month of August 2020.

10. All office work-spaces will be compliant with the respective states' COVID-19 workplace protocols including but not limited to social distancing, face masks, and COVID-19 cleaning practices.

11. All Secretaries will return to their full FTE hours of 35 hours per week on August 31, 2020.

EXECUTED in Seattle, Washington this 7th day of August 2020.

For the Employer:

Marina V. Secchitano
President

Terri Mast
Secretary Treasurer

For the Union:

Diane Arnold
Union Representative